



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
CAPITAL LITIGATION SECTION

JEFFREY SPARKS
DEPUTY SOLICITOR
GENERAL/SECTION
CHIEF COUNSEL

June 24, 2022

Peter S. Hyun
Acting Assistant Attorney General
United States Department of Justice
Office of Legislative Affairs

Dear Mr. Hyun:

I am writing in response to your office's letter received on October 12, 2021 regarding Arizona's application for certification, pursuant to Chapter 154 of Title 28 of the United States Code (Chapter 154) of the State's mechanism for appointing counsel in postconviction proceedings for indigent prisoners subject to capital sentences. It is my office's position that the Attorney General correctly certified Arizona's capital counsel mechanism on April 14, 2020. Nevertheless, this letter provides answers to the questions posed in your letter of October 12, 2021.

I. Comparative Information for Benchmarks' Compensation Reference Points.

Chapter 154 requires a State to establish a "mechanism for the compensation ... of competent counsel." 28 U.S.C. § 2265(a)(1)(A). Chapter 154's implementing regulations in turn provide that a State's provision for compensation of counsel "is presumptively adequate" if it "is comparable to or exceeds" certain benchmarks listed in the regulation. 28 C.F.R. § 26.22(c)(1). Your letter requests "comparative information for the benchmarks' reference points sufficient to enable a thorough analysis of Arizona's compensation system for all parts of the State throughout the full period for which Arizona seeks certification." Letter from DOJ, rec'd Oct. 12, 2021, at 2.

As a preliminary matter, Chapter 154 states that “[t]here are no requirements for certification or for application of this chapter other than those expressly stated in” the chapter. 28 U.S.C. § 2265(a)(3). Thus, although Congress required the Attorney General to promulgate regulations to “implement the certification procedure” under Chapter 154, 28 U.S.C. § 2265(b), those regulations may not impose any additional requirements for certification beyond those included in the statutory text. As a result, Arizona is not required to meet the “benchmarks” listed in 28 C.F.R. § 26.22 to receive certification, nor can the Attorney General refuse certification on that basis. However, in order to assist with the Attorney General’s reconsideration of Arizona’s certification, the State provides the following information in response to your questions.

Chapter 154’s implementing regulations provide that a State’s provision for compensation is presumptively adequate if it is comparable to exceeds any one of four benchmarks, which are:

- (i) The compensation of counsel appointed pursuant to 18 U.S.C. 3599 in Federal habeas corpus proceedings reviewing capital cases from the State;
- (ii) The compensation of retained counsel in State postconviction proceedings in capital cases who meet State standards of competency sufficient under paragraph (b);
- (iii) The compensation of appointed counsel in State appellate or trial proceedings in capital cases; or
- (iv) The compensation of attorneys representing the State in State postconviction proceedings in capital cases, subject to adjustment for private counsel to take account of overhead costs not otherwise payable as reasonable litigation expenses.

28 C.F.R. § 26.22(c)(1).

Attorney General Barr’s April 13, 2020, certification of Arizona’s capital counsel mechanism determined that Arizona had a qualifying mechanism in place continuously since 1998. Therefore, in order to respond to your request for comparative information for the benchmarks’ reference points, the Arizona Attorney General’s Office sought information from all Arizona counties which have prosecuted a death penalty case since 1998 regarding the hourly rates paid to contracted trial, appeal, and post-conviction counsel in capital cases. The information provided by these counties are attached as Exhibits 2–8. In general, the information

the Arizona Attorney General received shows that appointed counsel in capital post-conviction proceedings are paid at least \$100 per hour. *See* 2–8.

The information provided in attached Exhibits 2-8 shows that Arizona’s provision for compensation are presumptively adequate under 28 C.F.R. § 26.22 because it is comparable to or exceeds “[t]he compensation of appointed counsel in State appellate or trial proceedings in capital cases” and “[t]he compensation of attorneys representing the State in State postconviction proceedings in capital cases, subject to adjustment for private counsel to take account of overhead costs not otherwise payable as reasonable litigation expenses.”

A. The compensation of appointed counsel in State appellate or trial proceedings in capital cases, 28 C.F.R. § 26.22(c)(1)(iii).

A State’s compensation mechanism meets this benchmark if compensation of postconviction counsel is comparable to or exceeds “[t]he compensation of appointed counsel in State appellate *or* trial proceedings in capital cases.” 28 C.F.R. § 26.22(c)(1)(iii) (emphasis added). The reporting Arizona counties satisfy this benchmark by compensating counsel in capital postconviction cases at a rate equal to that paid to counsel in capital trials or appeals, or both.

For example, Coconino, La Paz, and Maricopa counties each compensate capital appellate and postconviction counsel at equal rates. *See* Exhibits 2–4. Records from Pima County show that it has consistently compensated capital trial, appellate, and postconviction counsel at equal rates. Exhibit 6. And Mohave County has paid capital trial counsel \$100 or \$125 per hour, and capital postconviction counsel at the comparable or equal rate of \$100 per hour. Exhibits 5. Similarly, Yavapai County pays \$100 per hours for all capital case contracts. Exhibit 7.

Because a State’s mechanism need only be comparable to one of the benchmarks listed in 28 C.F.R. § 26.22(c)(1) to be presumptively adequate, the information provided in Exhibits 2–8, demonstrating that Arizona compensates capital postconviction counsel at rates comparable to the compensation of appointed counsel in capital trial or appellate proceedings, establishes that Arizona’s provision for compensating capital postconviction counsel is presumptively adequate under 28 C.F.R. § 26.22(c)(1)(iii) and should be certified.

B. The compensation of attorneys representing the State in State postconviction proceedings in capital cases, 28 C.F.R. § 26.22(c)(1)(iv).

A State's compensation meets this benchmark if compensation of postconviction counsel is comparable to or exceeds "[t]he compensation of attorneys representing the State in State postconviction proceedings in capital cases, subject to adjustment for private counsel to take account of overhead costs not otherwise payable as reasonable litigation expenses." 28 C.F.R. § 26.22(c)(1)(iv). Arizona meets this benchmark because the \$100 hourly rate paid to capital postconviction counsel exceeds the average hourly rate paid to attorneys representing the State in the same proceedings, even accounting for overhead costs.

At present time, 14 attorneys represent the State of Arizona in capital postconviction proceedings. The average of those attorneys' salaries is \$91,777.21 per year, which is the equivalent of \$44.12 per hour, far below the \$100 paid to appointed defense counsel representing indigent defendants in the same proceedings. That disparity in favor of postconviction counsel remains even accounting for overhead costs.

In 2019, the State Bar of Arizona reported that "[t]he average amount of gross revenue law firms spent on overhead is 43.7 percent."¹ Exhibit 1. <https://www.azattorneymag-digital.com/azattorneymag/201909/MobilePagedReplica.action?pm=1&folio=18#pg2> 1. Applying this average to the \$100 per hour rate paid to capital postconviction counsel in Arizona means that, after expenses, counsels' pay for a capital postconviction case equates to \$66.3 per hour. That rate still far exceeds the average compensation for attorneys representing the State in capital postconviction proceedings. Overhead costs for capital postconviction counsel would have to exceed 65% before their compensation fell below the compensation of attorneys representing the State in State postconviction proceedings in capital cases. Thus, Arizona's mechanism is presumptively adequate under 28 C.F.R. § 26.22(c)(1)(iv)'s benchmark.

¹ This figure appears to have remained consistent over time and across the country. 1996 study found that the average total expenses for a lawyer or law firm ranged from approximately 40 to 49 percentage of gross receipts and that the national average for total expenses was 44.7 percent of gross receipts. <https://www.myazbar.org/azattorney/archives/may97/5-97a3.htm>.

II. Response to comments regarding Arizona's statute authorizing up to \$100 per hour for capital postconviction legal services.

Your letter asks for a response to comments that net compensation, after expenses, of \$120,000 per year is "insufficient considering the needs of a modern legal practice," that several attorneys stated they "could not maintain a legal practice at that compensation level," that no attorney opined that Arizona's \$100-per-hour figure was adequate, and that Maricopa County pays capital appellate counsel \$140 per hour. You further asked for information regarding the sufficiency of the \$100 maximum hourly rate for maintenance of a competent postconviction legal practice.

First, your letter incorrectly states that the Maricopa County Office of Public Defense Services, Contract for Indigent Representation, notes that lead counsel in capital appeals are paid \$140 per hour, \$40 more than the \$100 hourly rate for appointed counsel in capital postconviction cases. That document, however, attached here as Exhibit 4, actually provides that while lead counsel for capital *trials* are paid \$140 per hour, counsel both for capital appeals and postconviction proceedings are paid at the same rate of \$100. As noted above, DOJ's own regulations state that compensation for postconviction counsel is presumptively adequate if it is comparable to or exceeds "[t]he compensation of appointed counsel in State appellate or trial proceedings in capital cases." 28 C.F.R. § 26.22(c)(1)(iii) (emphasis added). By this metric, the rate paid in Maricopa County is thus presumptively adequate.

As for your request for "further information regarding the sufficiency of the \$100 maximum hourly rate for maintenance of a competent postconviction legal practice, such as a detailed break-down of costs associated with such a practice and an explanation of how the \$100 maximum hourly rate for postconviction capital representation would cover those costs while providing an adequate financial incentive to attract competent counsel," such information is not relevant to Arizona's certification request. Though a State's provision for compensation need meet only one of DOJ's four regulatory benchmarks to be presumptively adequate, as outlined above, Arizona's meets two of those. Thus, considering that the regulations fail to mention the type of information you request, it is unclear how that information could be relevant to the question of Arizona's certification. Furthermore, data supporting "a detailed break-down" of the costs of maintaining a "competent postconviction legal practice" are not readily available and are in the hands of postconviction counsel who certainly have no incentive to assist the State in its effort to avail itself of the special provisions of Chapter 154.

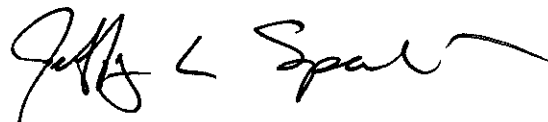
Additionally, as your letter notes, an attorney working full time on a capital postconviction case would receive a gross amount of \$200,000 in a year, resulting in total compensation of \$120,000 per year if overhead expenses totaled 40% of income. Even applying the Arizona State Bar's reported 43.7% in overhead costs would result in a yearly compensation of \$112,600 after expenses. It is surprising that several attorneys submitted comments opening that this rate of compensation is insufficient, but again, such attorneys have no incentive to aid Arizona's effort to achieve Chapter 154 certification. These comments also ring hollow in light of the fact that at present time there are approximately 31 Arizona capital defendants with pending postconviction proceedings each of whom is represented by counsel (with the exception of at least one defendant who waived representation by counsel) that meets the rigorous competency requirements of Arizona Rule of Criminal Procedure 6.8. In any case, these attorneys' subjective opinions about the inadequacy of a \$120,000 yearly income after expenses do not change the fact that Arizona's compensation provision meets at least two of 28 C.F.R. § 26.22's regulatory benchmarks.

Next, referring to inflation, you ask for explanation why Arizona's \$100 hourly rate is "adequate to attract competent counsel at the present time notwithstanding the diminution in value" of that rate since it was first enacted in 1998 and how it "would remain adequate throughout the period during which a certification would be effective," that is, for five years. In light of the fact that Arizona's compensation mechanism meets multiple regulatory benchmarks, as outlined above, it is not clear how the additional information you seek is relevant to Arizona's certification request. If Arizona's rate were inadequate to attract competent counsel, then Arizona courts would be unable to appoint counsel in capital postconviction cases that meet Arizona Rule 6.8's rigorous standards. But that is not the case. The fact that Arizona is consistently able to appoint counsel that meet its high standards for competency is itself evidence that the compensation mechanism is adequate.

Finally, you ask for a response to the criticism that the need for pro bono representation in several cases demonstrates that competent counsel could not be secured at the \$100 hourly rate and for an explanation of the relevance, if any, of pro bono legal services to the State's compliance with Chapter 154. First, I disagree with the commenters' criticism. Pro bono participation in three of Arizona's dozens of capital postconviction cases since 1998 does not demonstrate an inability to attract competent counsel. Second, the State referenced those cases with pro bono services in its letter of October 16, 2018, only to highlight the amount of litigation expenses paid in those cases. The fact that counsel took those cases pro bono neither adds to nor detracts from Arizona's compliance with Chapter 154, but the significant amount in litigation expenses paid was relevant to the requests for information to which that letter responded.

I hope these responses are helpful. If you have other questions or concerns, or require additional information, please do not hesitate to call or write.

Sincerely,

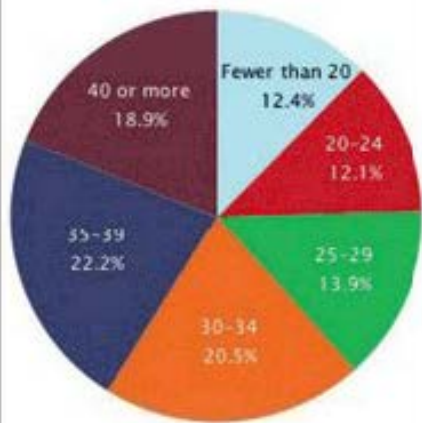
A handwritten signature in black ink, appearing to read "Jeffrey L. Sparks". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Jeffrey L. Sparks
Deputy Solicitor General/
Section Chief of
Capital Litigation Section

Exhibit 1

ATTORNEY SURVEY

Number of Billable Hours of Work Produced in a Typical Week



tice litigation—plaintiff, making it the leading practice area in the state. That’s a jump of 13 percent from 2016. Not surprisingly, the other leading practice area is litigation—defense, with 27 percent identifying that as their area of practice.

How solo can you go?

Nearly 30 percent of Arizona’s attorneys are solo practitioners, though most are taking

Average and Median Number of Pro Bono Hours Performed in 2018
(by gender and number of years licensed to practice law)

	Total	Males	Females	Less than 5 years	5-9 years	10-19 years	20-29 years	30 or more years
Performed 1 or more pro bono hours	59.1%	64.2%	53.2%	48.7%	51.1%	59.1%	60.1%	74.1%
Average	20.0	23.0	15.9	15.0	15.8	18.4	20.5	29.7
Median	6.2	10.3	4.2	3.7	4.0	5.4	6.8	19.7

Average and Median Hourly Rate for Clients
(by gender and number of years licensed to practice law)

	Charge on an hourly basis	Average	Median
Total	84.5%	\$304	\$306
Males	83.9%	\$310	\$312
Females	85.7%	\$294	\$287
Less than 5 years	84.2%	\$248	\$246
5-9 years	83.0%	\$288	\$287
10-19 years	84.0%	\$308	\$308
20-29 years	83.1%	\$325	\$339
30 or more years	87.7%	\$340	\$355

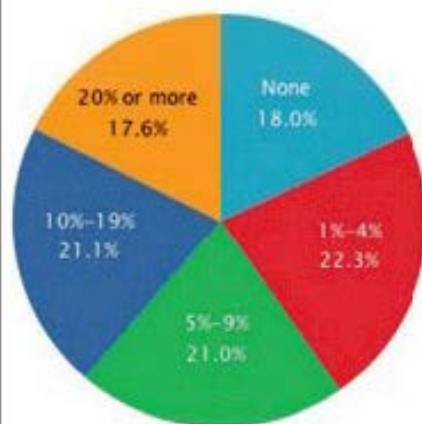
their solo act on the road and working from an office instead of home. In fact, only 10 percent of solo practitioners say they work from home. The average annual salary of a solo attorney is \$141,373.

inclined to give away their expertise free of charge. According to the survey, fewer attorneys are doing pro bono work. In 2016, more than 80 percent of those surveyed said they had done at least one hour of pro bono work the previous year. Only 60 percent reported the same this year.

Finally, here are some other quick takeaways:

- **Overhead:** The average amount of gross revenue law firms spent on overhead is 43.7 percent.
- **Hourly rate:** The average hourly rate for attorneys is \$304.
- **Bonuses:** Nearly 60 percent of responding attorneys indicated they were eligible to receive other types of cash compensation beyond their salary.
- **Satisfaction:** Overall, attorneys are moderately satisfied with their total compensation. On a scale of 1 to 5, average satisfaction is 3.4.

Percentage of Total Fees Billed That Are Not Collected From Clients



Meet my law partner: Debt.

Despite the variation of practice, experience and compensation, student loan debt is the great unifier. Eight out of 10 attorneys in Arizona have student loan debt.

Nearly 66 percent owe between \$25,000 and \$125,000. The average student loan debt for attorneys is about \$50,000, regardless of practice area – except for those in family/juvenile law. They report an average debt that’s twice as high, at \$100,000.

Maybe the burden of student loans has Arizona attorneys feeling less

Student loan debt is the great unifier. Nearly 66 percent owe between \$25,000 and \$125,000.

Exhibit 2

November 18, 2021

Attorney General's Office
Solicitor General's Office
Capital Litigation Section
Attention: Jeffrey L. Sparks

RE: Records Request Capital Contract Rates

Dear Mr. Sparks,

Our office is fortunate in having very few capital cases. Unfortunately, that means we don't have a document setting forth contract rates. Also, our office was not created until 1999 so we have no records prior to that. I took over as Legal Defender (initially on an interim basis) in January of 2019 and our office changed case management systems in November 2019. I can not verify that the records prior to that are complete.

As per your request, I am attaching the sparse records we were able to find on rates for capital representation cases, but will summarize here:

We had a capital case in 2005 where it looks like the rate for trial representation was \$75.00 per hour.

We had a capital case matter in 2007 that is listed as a post-conviction relief matter, although some of the notes refer to it as an appeal. In any event, it appears that counsel was paid an hourly rate of \$55.00 with a total cap of \$3000.00 that was exceeded by \$157.00.

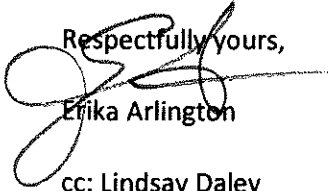
It also appears that we had another appeal on a capital case in 2010 where the hourly rate was \$100.00 an hour.

We currently pay \$125.00 per hour for capital representation at the trial level. We have one case that is still currently death penalty. In the two other cases, the State initially stated they were contemplating the death penalty, but ultimately did not pursue it. We have no capital appeals or post-conviction relief matters currently but anticipate we would pay \$100.00 per hour for that representation.

Please advise if you want us to produce invoices for the one current open capital case or the case that began as a capital case in addition to the notice of assignment and email appointment confirmations we have provided. We can try to see if we can locate invoices prior to 2018 but that will take additional time and may involve reaching out to the accounting team. I am unsure what we would be able to find or that the invoices would indicate it was a capital case.

I am available if you have any further questions at (928)679-7740.

Respectfully yours,

A handwritten signature in black ink, appearing to be 'Erika Arlington', written over a horizontal line.

Erika Arlington

cc: Lindsay Daley
Rose Winkler

Custom Form - Change

File Edit View Process Help



Primary Custom Related Notes Documents Email Mail Lexis Outline

Date: 4/20/2008 Thu Time: 3:03pm Code: Staff:

Regarding: Philips, Terrance A. 06-2963

Reminders: Follow Done Notify Hide Trigger Review Billable Private Status:

User1: User5: User2: User6: User3: User7: User Field 6: User4: User8:

Enter Form: APPIAppointed

Attorney/Group: Steve Glazer, Terrance A. Philips PCR

Our Client: PD Def: Other Def #1: SEE NOTES BELOW Other Def #2: Other Def #3: Other Def #4:

Charge: PCR - 1st Degree Murder Death Penalty Case (Iron Mike Case)

Counted?

Case Form - Change

File Edit View Process Help

Save & Close Save Cancel

Primary Secondary Additional Custom Related Notes Docs E-Mail Mail Lexis Timeline Outline

CaseRef Phillips, Terrence A. Code PCR/Rule 32's

CaseNo 06-2969 CASE # CR 03-1249 Staff SG/Steven Glazer

Attorney Judge Charles D. Adams

Client Attorney Notify Trigger Review Billable Private Status C

Area 2 Area 3

Client Opp Atty

Firm/book Firm

Mail Address

Alt. Add City

City Tel

Main Tel Area 5

Area 4 Pet Date

Drug ? Full Case Terrence A. Philips

APO Class

Count Charges

DOB Disposition

Case Origin Dispo Date

RAD

Area 6

On 5/23/07 Glazer reports he is keeping this case. Case is at the Court of Appeals; and if they deny request for relief, he will file petition with the Supreme Court; and if they deny request for relief, he will advise client of rights and close his file.

2003 appeals death penalty case per notes.

Note Form - Change

File Edit View Process Help



Primary Custom Related Notes Documents Email Mail Lexis Outline

Date: 06/15/06 Time: 12:00pm Code: Staff

Desc: Payment

Regarding: Philips, Terrance A. 06-2969

Reminders: Follow Done Notify Hide Trigger Review Billable Private Status:

User1 User2 User3 User4 User5 User6 User7 User8

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Fee Arrangement: \$55/hour. with \$3000 cap
 Payment 1: \$786.50 paid 06/15/06
 Payment 2: \$363.00 paid 07/24/06
 Payment 3: \$77.00 paid 09/01/06
 Payment 4: \$880.00 paid 11/29/06
 Payment 5: \$517.00 paid 11/29/06
 Payment 6: \$16.50 paid 11/29/06
 Payment 7: \$11.00 paid 12/12/06
 Payment 8: \$82.50 paid 02/05/07
 Payment 9: \$11.00 paid 02/28/07
 Payment 10: \$22.00 paid 03/15/07
 Payment 11: \$110.00 paid 4/18/07
 Payment 12: \$33.00 paid 5/22/07
 Payment 13: \$247.50 paid 1/15/08 (GP made aware that Glazer was \$157 over \$3K cap.)
 Payment 14: \$22.00 paid 05/21/08
 Total Fee To date: \$3179.00

Costs:
 \$1481.10 paid 09/01/06 for Kinko copy and postage costs

Investigator fee arrangement: \$40/hour with \$500 cap
 Payment 1: \$83.00 paid 09/01/06 (received 08/14/06)

Case Form - Change

File Edit View Process **Next Record**

Save & Close Save [Icons] Cancel

Primary Secondary Additional Custom Related Notes Docs E-Mail Mail Lexis Timeline Outline

CaseRef **Salley, Antonio** Code **FEL Felony**

CaseNo **1168** CASE # **CR 03-1250** Staff **JJ Jeff James**

Attorney _____ Judge **Charles Adams**

Client _____ Notify Trigger Review Billable Private Status **C**

Area 2

Client _____

Firm/book _____

Mail _____

Alt. Add _____

City _____

Main Tel _____

Area 3

Opp Atty _____

Firm _____

Address _____

City _____

Tel _____

Area 4

Drug ? _____

APD _____

Count _____

DOB **NO**

Case Origin _____

RAO _____

Area 5

Pet Date _____

Full Case **Antonio Salley**

Class _____

Charges _____

Disposition _____

Dispo Date _____

Area 6

2nd Chair in Death Penalty Case

Death penalty case 2005; looks like \$75/hour.

Note Form - Change

File Edit View Process Help

Save & Close Save Wed Time 4:39pm Code Cancel

Primary Custom Related Notes Documents Email Mail Lexis Outline

Date: 02/27/2005 Wed Time 4:39pm Code

Desc: Payment Staff

Regarding: Salley, Antonio 1168

Reminders: Follow Done Notify Hide Tagger Review Billable Private Status

2
User1
User2
User3
User4

3
User5
User6
User7
User8

Font Arial 10 B I U Color

Payment 1: \$3427.50 paid 04/27/05 for 45.7 hours @ \$75/hour
Payment 2: \$2568.75 paid 06/29/05 for 47.85 hours @ \$75/hour
Payment 3: \$5310.00 paid 11/30/05 for 70.80 hours @ \$75/hour

Office of the Coconino County Legal Defender

"...with liberty and justice for all"

*
November 12, ~~2021~~ ²⁰¹⁰

Unfortunately this date auto-populates
to the current date. The correct
date is 2010.

Mailing address:

110 E. Cherry
Flagstaff, AZ
86001

Office location:

201 E. Birch
Suite 2
Flagstaff, AZ
86001

Phone:

(928) 679-7740

FAX:

(928) 679-7746

Legal Defender:

Gary Pearlmutter

**Deputy
Attorney:**

Bruce Griffin

Renee
Mendelsohn

**Business
Manager:**

Tracy Dalegowski

Mr. Daniel D. Maynard
Maynard, Cronin, Erickson, Curran and Sparks, PLC
3200 North Central Avenue, Suite 1800
Phoenix, AZ 85012-2443

Re: State of Arizona v. Richard Bible (Superior Court Case No. CR 88-14105
and Supreme Court Case No. CR 90-0167-AP)

Dear Mr. Maynard:

I have completed my review of your bill dated November 9, 2010. It requested a payment of \$1863.94. I appreciated discussing it with you the week after Thanksgiving. However, the information that you provided did not allay my concerns. I will only authorize a payment of \$1438.44.

As discussed, Coconino County will only pay legal fees for the services of an attorney, and if authorized, a paralegal. Accordingly, Coconino County will pay legal fees for drafting of pleadings, legal research associated with the pleadings (research of case law, statutes and rules) and communications with your client and other parties or agencies involved in a case. In the Bible matter, your fee for these services is \$100 per hour and your paralegal's fee is \$45 per hour. These fees are inclusive of routine secretarial work, such as the work to obtain addresses of parties or agents involved in the Bible case and the time worked to mail any letters or other documents to them, such as the stay.

I review all bills with these basic principals in mind. In your bill dated November 9, 2010, I noted that you billed Coconino County for 5.9 hours of work for drafting the Petition for Review of the denial of the Motion for Post Conviction DNA Testing dated April 19, 2010 and the Motion for Reconsideration dated August 30, 2010. (The 5.9 hours are taken from work on the petition on October 1st, October 3rd, October 28th and October 29th.) However, the petition is essentially a copy of the initial motion and the motion for reconsideration noted above. The petition is thirteen pages in length and approximately eleven pages are taken word for word from the motions. I do not see any new research cited in the petition. The only new writing pertains to a summary of the facts taken from the appellate record (pg. 1, line 13 – pg. 2, line 17) and the last three paragraphs of your second argument (pg. 12, line 10 – pg. 13, line 3). Given this situation, I concluded that 2.5 hours is a reasonable amount of time for the drafting of the petition.

Similarly, I noted that you billed Coconino County for paralegal work that appeared unreasonable and was secretarial. More specifically, your office billed for 0.5 hours on

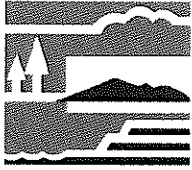
October 4th of research to find the citations to *Jones v. Ryan* and *In Re: Kenneth Peasley*. I located these citations online within a minute each. Accordingly, I adjusted the bill for this research to 0.1 hours. Additionally, your office billed for 1.0 hours of time on October 26th to locate address for various prosecution and law enforcement agencies and 0.5 hours of time on October 27th for preparing copies of the “stay” for mailing and actually mailing it to the agencies. This work is secretarial and included in your fee. You agreed with this conclusion, but not the others.

In sum, I will authorize a payment of \$1438.44 and it will be forthcoming from our finance department. I have included a copy of your bill dated November 9, 2010 with the noted changes. Please let me know if you have any questions. As discussed, you are entitled to appeal my decision to the Superior Court.

Sincerely,

Gary Pearlmutter

x.c. Coconino County Finance Department
file



Coconino County Legal Defender

Notice of Assignment

DATE OF ASSIGNMENT: 5/23/18
TO: Greg Parzych/Ryan Stevens
RE: State vs. Charlie Robert Malzahn
CASE NO: CR 2017-1093
TELEPHONIC NOTICE: Yes
FACIMILE NOTICE: No
ATTACHED: File

\$125.00 Per hour

Arlington, Erika

From: Arlington, Erika
Sent: Tuesday, April 14, 2020 8:56 AM
To: gparzlaw@aol.com
Cc: Stilwell, Sarah
Subject: RE: State v. Martinez, CR 2020-00359

Gary,

You have the approvals as requested below. I will have Sarah send Ryan Stevens the appointment for second chair at the \$125.00 per hour rate. Thanks for reaching out.

Erika A. Arlington
Legal Defender

CONFIDENTIALITY NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. ***If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail.*** Thank you.

From: gparzlaw@aol.com <gparzlaw@aol.com>
Sent: Monday, April 13, 2020 7:15 PM
To: Arlington, Erika <earlington@coconino.az.gov>
Subject: State v. Martinez, CR 2020-00359

Erika,

As you know, we just received an e-mail informing us that the Coconino County Attorney's office is "seriously considering noticing death ... for all 3 co-defendants" in this case. However, before the County Attorney's Office makes that decision, the State has also agree to extend time for the State to file the notice so that we may present mitigation as to why the state should not seek the death penalty.

Pursuant to Rule 15.1(i), Arizona Rules of Criminal Procedure, if an extension of time is granted to file the notice of intent to seek the death penalty, "the case is considered a capital case for all administrative purposes, including, but not limited to, scheduling, appointment of counsel under Rule 6.8, and the assignment of a mitigation specialist."

Therefore, as required by Rule 15.1(i), I am requesting the approval of an appointment of a second chair, a mitigation specialist and an investigator. As I am assure you are aware, I anticipate requesting approval of additional experts as the case progresses. You have been proactive and have already approved a mitigation specialist at the rate of \$75 per hour, 1/2 that rate for travel time, and an initial cap of 100 hours which does not include travel hours. Thank you for that authorization.

I am now requesting the approval of 2nd chair of Ryan Stevens. I have spoken with him and he has agreed to 2nd chair if approved. My understanding is that both Mr. Stevens and I will receive the capital rate of \$125 per hour. Specific to me, travel to and from my office to Coconino county will be a flat rate of \$350 round trip. At this time I do not have an investigator but once I do I will once again reach out to you for approval.

Again, thank you for being proactive on this matter. Please let me know if you have any questions or need anything additional from me.

Thank you.

Greg Parzych
(480) 229-0260

Sent: Wednesday, April 15, 2020 5:39 PM
To: Stilwell, Sarah <ssstilwell@coconino.az.gov>
Cc: Guildner, Jennifer <jguildner@coconino.az.gov>
Subject: RE: Anthony Jose Martinez

And just to verify- this will be at the \$125.00 per hour and we should figure out travel time and expense reimbursement consistent w/ Greg's taking into consideration the distance being traveled.

Yes, I am a bean counter now! 😊

Erika A. Arlington
Legal Defender

CONFIDENTIALITY NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. *If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail.* Thank you.

From: Stilwell, Sarah <ssstilwell@coconino.az.gov>
Sent: Wednesday, April 15, 2020 5:23 PM
To: Carver, Joseph <jcarver@coconino.az.gov>; Arlington, Erika <earlington@coconino.az.gov>
Subject: Fw: Anthony Jose Martinez

I can let Lynn know he should be set up to receive calls, as the how to for telemate, I will ask but can you help him set one up after I email Lynn tomorrow? He has to make a getting out acct I think

From: Carver, Joseph <jcarver@coconino.az.gov>
Sent: Wednesday, April 15, 2020 5:05 PM
To: Stilwell, Sarah <ssstilwell@coconino.az.gov>
Cc: Taylor Fox <taylorfoxlaw@gmail.com>; Arlington, Erika <earlington@coconino.az.gov>
Subject: Anthony Jose Martinez

Hi Sarah,

Mr. Fox has agreed to come on board and helm this case. I am hoping tomorrow you can get him set up with the county's finance system and get him set up with a Telmate account at the jail.

Thanks!

Joe

November 18, 2021

Attorney General's Office
Solicitor General's Office
Capital Litigation Section
Attention: Jeffrey L. Sparks

RE: Records Request Capital Contract Rates

Dear Mr. Sparks,

Our office is fortunate in having very few capital cases. Unfortunately, that means we don't have a document setting forth contract rates. Also, our office was not created until 1999 so we have no records prior to that. I took over as Legal Defender (initially on an interim basis) in January of 2019 and our office changed case management systems in November 2019. I can not verify that the records prior to that are complete.

As per your request, I am attaching the sparse records we were able to find on rates for capital representation cases, but will summarize here:

We had a capital case in 2005 where it looks like the rate for trial representation was \$75.00 per hour.

We had a capital case matter in 2007 that is listed as a post-conviction relief matter, although some of the notes refer to it as an appeal. In any event, it appears that counsel was paid an hourly rate of \$55.00 with a total cap of \$3000.00 that was exceeded by \$157.00.

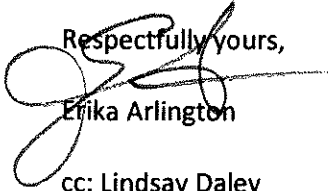
It also appears that we had another appeal on a capital case in 2010 where the hourly rate was \$100.00 an hour.

We currently pay \$125.00 per hour for capital representation at the trial level. We have one case that is still currently death penalty. In the two other cases, the State initially stated they were contemplating the death penalty, but ultimately did not pursue it. We have no capital appeals or post-conviction relief matters currently but anticipate we would pay \$100.00 per hour for that representation.

Please advise if you want us to produce invoices for the one current open capital case or the case that began as a capital case in addition to the notice of assignment and email appointment confirmations we have provided. We can try to see if we can locate invoices prior to 2018 but that will take additional time and may involve reaching out to the accounting team. I am unsure what we would be able to find or that the invoices would indicate it was a capital case.

I am available if you have any further questions at (928)679-7740.

Respectfully yours,

A handwritten signature in black ink, appearing to be 'Erika Arlington', written over a horizontal line.

Erika Arlington

cc: Lindsay Daley
Rose Winkler



OFFICE OF THE ARIZONA ATTORNEY GENERAL

**SOLICITOR GENERAL'S OFFICE
Capital Litigation Section**

**MARK BRNOVICH
ATTORNEY GENERAL**

**BEAU ROYSDEN
DIVISION CHIEF,
SOLICITOR GENERAL**

**JEFFREY L. SPARKS
ACTING CHIEF COUNSEL,
CAPITAL LITIGATION
Jeffrey.Sparks@azag.gov**

November 9, 2021

Via E-mail

Coconino County - Records

To whom it may concern:

We are requesting all records which show the current contract rate paid to court appointed attorneys to represent capital defendants in trial, appeal, and post-conviction proceedings. Additionally, we request all records which show the contract rate paid in previous years going back to 1998.

As an example, Maricopa County lists its current rates online, which are accessible at <https://www.maricopa.gov/DocumentCenter/View/29608/Adult-Criminal-Attorney-Services-09020-ROQ> and the current hourly rate for trial is \$140; the current hourly rate for the appeal is \$100. If your county does not publish such a document, we respectfully request all documentation which shows the contract rates paid to court appointed capital defense attorneys.

We appreciate your expeditious response.

Sincerely,

Jeffrey L. Sparks
Acting Chief Counsel
Capital Litigation Section

Exhibit 3



Superior Court of Arizona County of La Paz



JUDGE
JESSICA L. QUICKLE

1316 Kofa Avenue
Parker, Arizona 85344
(928) 669-6134 TDD (928) 669-8400 Fax (928) 669-2186

MEMORANDUM

TO: Sandra Carr, Attorney at Law
Michael Frame, Attorney at Law
Rideout Law Office
Scott Ruffner, Attorney at Law
Samuel Vederman, Attorney at Law
Fred Welch, Attorney at Law
Heather Wellborn, Attorney at Law
Whitney & Whitney Law Office
Terry Krukemeyer La Paz County Finance Director

FROM: Jessica L. Quickle, Presiding Judge *Jessica L. Quickle*

DATE: February 1, 2019

RE: AMENDED GUIDELINES FOR PAYMENT OF COMPENSATION FOR
INDIGENT DEFENSE SERVICES & NEW HOURLY RATE FOR CONFLICT
COUNSEL FOR FISCAL YEARS 2019-2020

The following guidelines were established for compensation and reimbursement for expenses for representation of indigent defendants or juveniles in criminal/delinquency cases and parents or children in dependency cases in the La Paz County Superior and Justice Courts by Judge Michael Burke in 2007. These

guidelines remain effective and shall be utilized by all conflict counsel practicing in the La Paz County Superior and Justice Courts.

WHEN TO BILL

A Demand/Master Bill and accompanying invoices for each individual case should be presented to the Judicial Assistant at the Superior Court:

- A. For trial court assignments: At the end of each month for billable hours for that month whether the case has been closed or not.
- B. Within 45 days after the dismissal of the case or entry of judgment and sentencing.
- C. Sixty days after the defendant has absconded or a warrant has been issued if the defendant has not been arrested on the warrant.
- D. For Rule 32 trial court proceedings: Within 60 days after completion of the trial court proceedings if no petition for review is going to be filed.
- E. For appeals and petitions for review of Rule 32 proceedings: Within 60 days after a mandate has issued from the Court of Appeals or Supreme Court.

Billing should be submitted in a timely manner as stated above. No payment shall be made on any bills presented later than six (6) months after disposition of the case. *See* A.R.S. § 11-622(C).

BILLING INFORMATION

The Demand/Master Bill should contain the name, case number, name of the court, amount claimed for that case and a total for all cases included on the Demand/Master Bill. The cases should be divided into three categories as follows: 1) Adult Criminal Cases; 2) Juvenile Delinquencies, including GAL appointments in delinquencies; and 3) Juvenile Dependencies & Miscellaneous Cases, including guardianships for adults and minors and GAL appointments in Dissolution proceedings.

The Demand/Master Bill should have an attached invoice for each individual case showing a summary of services to include the date, time expended in tenths of an hour in chronological order, and description of services.

Different services provided on a specific date should not be combined under a single time entry unless the separate services do not exceed .5 hours when combined.

The description of services should give sufficient detail to allow, for example, identification of the type of hearing attended or the identities of the parties to a phone conversation. All time billed should be for **actual services provided**.

The attorney should maintain adequate office records. Time record entries should be made contemporaneously with the services rendered.

Time spent in court, on jail visits, or in other activities relating to more than one case may be divided between those cases, but the total time billed should not exceed the total time **actually spent at the hearing or jail visit.** For example, if you have 10 cases scheduled for pretrial conferences at 3:00 p.m. and they are completed at 5:00 p.m., you should divide the two hours equally between all 10 cases, unless you can clearly designate that one hearing took longer than another hearing, **but in no event should the billing for all 10 cases exceed the total two hours that you actually spent in court.** The same rule applies if you go to the jail for two hours and see 10 different clients. You may divide the time equally between all 10 clients, or you may differentiate the time among the clients, **but in no event should the billing for all 10 clients exceed the total two hours that you actually spent at the jail.**

Payment will be made only for attorney services. **Travel time to and from court hearings and jail visits is NOT considered an attorney service and shall be billed and reimbursed according to the guidelines set forth in the expense reimbursement section of this Memorandum.** No payment will be made for secretarial duties such as opening files, docketing cases on the calendar, time spent making copies, and filing documents in the court.

The individual invoice for each case and the Demand/Master Bill should be **reviewed and signed by the attorney** performing the services attesting to its accuracy.

Any payment received from the defendant or other monies received on behalf of the defendant must be reported.

REIMBURSEMENT FOR EXPENSES

Reimbursement for necessary and actual expenses for photocopying - not to exceed \$.15 per page, collect or long-distance telephone calls, first-class postage, and mileage for travel to and from court hearings and jail visits - not to exceed \$.375 per mile, shall be submitted with the individual invoice for each case and itemized with the date, description, and amount. **If an attorney travels to and from court for more than one hearing on a single day, or to and from the jail to visit more than one client on a single day, the total mileage shall be equally divided between the cases/clients, and in no event shall it exceed the actual mileage traveled for a single round trip to the court or the jail.** Attorneys should maintain adequate documentation of these expenses should they request reimbursement for them. Attorneys who choose to maintain paper files may be reimbursed for a one-time fee of \$25.00 at the beginning of the representation for the materials necessary to create the paper file.

All other expenses, such as out of county travel, expert witness fees, investigative fees, transcript preparation and use of an interpreter for matters other than court proceedings require prior Court approval, which shall be obtained through the filing of a written motion explaining the necessity of the request in sufficient detail for the Court to make an informed decision on the request.

Attorneys serving as the Guardian ad Litem or the Attorney for a child or children may travel as necessary to visit the child or children as required by the Arizona Supreme Court without obtaining prior approval from the Court.

RATE OF ATTORNEY COMPENSATION

Effective January 1, 2019, attorneys' time for attorney services provided will be paid at \$100.00 per hour. *See* Administrative Order No. S1500AO-2018-00004.

All bills may be reviewed to ensure compliance with the guidelines set forth in this Memorandum, as well as the State Bar of Arizona's requirement that all attorney billing be reasonable. All attorneys should be prepared to submit documentation in support of their bills should it be requested.

2018 NOV 28 AM 11:46

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF LA PAZ



S1500AO201800004

In Re the Matter of:)
)
ATTORNEY COMPENSATION)
_____)

ADMINISTRATIVE ORDER
NO. S1500AO-2018-00004

Pursuant to Arizona Rules of Criminal Procedure Rule 6.6(d) and A.R.S. Section 13-4013, the compensation for attorneys appointed to represent indigent defendants shall be \$100.00 (one hundred dollars) per hour. This rate of compensation will also apply to counsel appointed in dependency cases pursuant to Juvenile Court Rule 38.

This rate will be effective January 1, 2019.

DATED this 28 day of November, 2018.

Matthew G. Newman, Presiding Judge
La Paz County Superior Court

Exhibit 4

**SERIAL 09020-ROQ CONTRACT INDIGENT REPRESENTATION (ADULT CRIMINAL)
ATTORNEY SERVICES – OPDS**

DATE OF LAST REVISION: June 10, 2021

CONTRACT END DATE: July 31, 2029

AMENDMENT #1 - (DTD 05/31/16) see changes to SECTION III WORK STATEMENT ADDITION OF #6 RESTITUTION HEARING AND SUBSEQUENT HEADING NUMBER CHANGES ONLY, SECTION IV CONSIDERATION COMPENSATION RATE CHANGES EFFECTIVE 6/1/16.

CONTRACT PERIOD THROUGH JULY 31, ~~2019~~ 2029

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CONTRACT INDIGENT REPRESENTATION (ADULT CRIMINAL)
ATTORNEY SERVICES – OPDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2009 (Eff. 08/01/2009)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/yy
Attach

Copy to: Office of Procurement Services
Christina Phillis, Office of Public Defense Services
Merri Plummer, Office of Public Defense Services

(Please remove Serial 04010-ROQ, 04011-ROQ, 04021-ROQ and 07046-ROQ from your contract notebooks)

SECTION I INTENT

1. INTRODUCTION

The intent of this Invitation for Solicitation (Review of Qualifications (ROQ) is to establish a listing of qualified contractors to provide indigent representation attorney services for the Office of Public Defense Services. This solicitation effort shall encompass indigent representation specialty services for the following areas of practice:

- 1) Adult Felony (*current serial number 04010-ROQ*)
- 2) Homicide/Major Felony (*current serial number 04011-ROQ*)
- 3) Adult Criminal Appellate/PCR (*current serial number 04021-ROQ*)
- 4) Capital (*current serial number 07046-ROQ*)

This solicitation is intended to replace current contracts for the above noted areas of practice. **Current contractors MUST reapply in order to continue providing services to Maricopa County.** All assignments made to awarded contractors as a result of this solicitation shall be at the compensation schedule(s) found in this solicitation. Any assignment made by OPDS for any of these areas of practice prior to the effective date of this contract shall be at the fees/compensation schedule(s) effective at the time of that assignment.

Multiple awards (listing of qualified vendors) will be made. Maricopa County reserves the right to add providers to this agreement at any time as required to ensure both adequate competition and fulfillment of OPDS requirements. No guarantee is made regarding the frequency of any re-solicitation effort. Re-solicitation efforts may be made for one or more areas of practice at any time at the option of OPDS.

Contractors agree to fully comply with all terms and conditions of this solicitation for inclusion on the list of qualified Maricopa County vendors. The applicant shall register as a vendor with Maricopa County and shall fully agree with the requirements of vendor registration. Additionally, fees and compensation for each area of practice are pre-determined and are not negotiable.

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 and the preferred location of the service, if applicable, for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any contractor may be offered.

At the option of OPDS and Office of Procurement Services, this solicitation may be determined to be “open and continuous”, **AFTER** the initial solicitation “opening date and subsequent contract award date”. In the event that OPDS requirements demand additional providers, this solicitation may be converted to “open and continuous” as a re-solicitation effort. Full response information will be provided in the event that determination is made.

2. **GENERAL REQUIREMENTS**

A. **Minimum Qualifications.**

Applicant shall be a graduate of a fully accredited law school. Applicant shall be member in good standing of the Arizona State Bar Association *and* shall be licensed by the Arizona State Bar Association, *and* shall maintain the same for the duration of any contract award.

Additionally, the applicant shall demonstrate the following minimum qualifications for the areas of practice described below:

- FELONY—At least one year of relevant experience in the area of criminal law in the State of Arizona.
- MAJOR FELONY—At least 2 years of relevant experience in the area of criminal law in the State of Arizona
- APPEALS AND PETITIONS FOR POST-CONVICTION RELIEF—At least 2 years relevant experience in the area of criminal law in the State of Arizona.
- CAPITAL—Qualified pursuant to Rule 6.8 of the Arizona Rules of Criminal Procedure as either lead or co-counsel.
- CAPITAL APPEALS—Qualified pursuant to Rule 6.8 of the Arizona Rules of Criminal Procedure.

B. **Agreement to Provide Services**

Applicant, by submission of an application to this solicitation, agrees to fully provide the services defined within at the pre-determined compensation schedule. Fees or compensation as stated within this solicitation are firm and not negotiable. Contract award does not guarantee any number of assignments or any other measure of work.

C. **Performance Reviews**

Contractors are advised that OPDS reserves the right to conduct periodic performance reviews. The results of these reviews may be used by OPDS to determine if any additional case assignments are to be made and also the type of cases that may be assigned to the contractor.

SECTION II GENERAL PROVISIONS

1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings unless the context requires otherwise:

- A. Board of Supervisors – Maricopa County Board of Supervisors.
- B. Billable Time – time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses, and other work required to effectively represent the Client. Billable time does not include, for example, the following:
 - 1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
 - 2. support services or overhead items that are compensated through Contractor’s Contract Rate including such things as secretarial services, typing, leaving messages, transmitting documents by facsimile, mailing letters and photo copying; or
 - 3. activity that does not substantially advance the Client’s case such as unanswered telephone calls, leaving messages, or setting up meetings or conferences.
- C. Client – a person who receives services from Contractor pursuant to an assignment by OPDS.
- D. Contract – this document and all attachments hereto.
- E. Contract Administrator – the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OPDS.
- F. Contractor – the person agreeing to provide services to Maricopa County and the client pursuant to this contract.
- G. County – Maricopa County and is synonymous with OPDS and OCC.
- H. Extraordinary compensation – the calculation of additional compensation beyond that provided by contract. Extraordinary compensation must be negotiated between the Contract Administrator and the Contractor, in writing, based on the facts of the individual case and Contractor’s overall compensation under the entire contract.
- I. Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive.
- J. OCC – the Office of Contract Counsel and is synonymous with Office of Public Defense Services and with Maricopa County
- K. OPDS – the Office of Public Defense Services and is synonymous with Office of Contract Counsel and with Maricopa County
- L. Parties or Party – OPDS, the County and Contractor as the context requires.
- M. Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. Reimbursable expenses do not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County; (4) expenses for stationery, postage, envelopes, transmission by facsimile, parking and supplies; or (5) other items that are an ordinary cost of doing business.

- N. Representation – the services that Contractor provides to a Client in a specific legal matter.
- O. Trial – participation in a court hearing at which jeopardy or preclusion attaches, witnesses are sworn and testimony is taken. A trial day is 5.0 or more hours of actual trial time; a half-day is less than 5.0 hours.

2. **TERM**

The contract awarded as a result of this solicitation shall be awarded for a period of ten (10) years from the initial effective or “Commencement Date”.

The Contract begins on **August 1, 2009** (the “Commencement Date”) and expires on ~~August~~ **July 31, 2019**, unless extended, amended or terminated consistent with the provisions of the Contract.

3. **RIGHT TO EXTEND CONTRACT**

The County may, at its option and with the approval of Contractor, renew/extend the term of the Contract up to a maximum of ten (10) additional one (1) year periods, from the original expiration date. Contractor shall be notified in writing by Office of Procurement Services of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

4. **DEFAULT, SUSPENSION AND TERMINATION**

- A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor’s failure to perform or upon the occurrence of an event that may cause or result in Contractor’s failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract. Additionally, Contractor’s contract may be terminated due to economic events that may have an adverse effect on the Office of Public Defense Services’ budget or a material change in circumstances including, but not limited to, reduction in the number of cases to be assigned at a given location of the Maricopa County Superior Court or any of its lower courts.
- B. The County may terminate the Contract as follows:
 - 1. No Cause: Upon thirty (30) days written notice to Contractor.
 - 2. For Cause: Immediately upon written notice to Contractor.
- C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator. Contractor’s termination of a contract(s) does not terminate Contractor’s duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See Section 6(D) below.

5. **NON-EXCLUSIVE STATUS**

OPDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to OPDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of OPDS.

6. **CONTRACTOR’S RESPONSIBILITIES**

- A. Effective Representation. Contractor shall effectively represent the Client including, but not limited to:

1. contacting ~~and conferring~~ with the Client concerning the representation within a maximum of 48 hours of Contractor's notice of appointment;
 2. maintaining reasonable contact with the Client until the representation is terminated;
 3. using reasonable diligence in notifying the Client of necessary court appearances including any court action that arises out of the Client's non-appearance;
 4. conducting such interviews and investigation as are appropriate;
 5. appearing in court on time at whatever time the court designates.
- B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the representation pursuant to Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor is unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OPDS so that OPDS may appoint replacement counsel. OPDS may require Contractor to account for the time Contractor has actually expended and to return all or part of the payment for the representation where appropriate.
- D. Continuing Representation. Contractor has a continuing duty to represent the Client until the court has terminated the representation. Termination of the contract by either party does not terminate the Contractor's duty to provide services in those cases assigned prior to the effective date of termination.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.
- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the representation, Contractor may not represent the Client for a fee arising out of that representation without prior written approval of the Contract Administrator. In the event the court permits Contractor to withdraw from the representation, Contractor shall notify OPDS of the determination that the client is not indigent and shall return any fees paid by OPDS and not earned by the contractor.
- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorney's fees, in any matter that relates to or arises out of a pending assignment or representation other than compensation as specified in the Contract unless approved in writing by the Contract Administrator.
- H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator in the manner prescribed by OPDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OPDS 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.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OPDS Contractors and staff and

shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any other Contract Attorney or their staffs. Contractor shall notify OPDS if any non-contract counsel enters an appearance on behalf of a criminal defendant on a Knapp v. Hardy or other basis.

J. Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may, on occasion, allow substitute counsel to appear in court on behalf of the contractor. The substitute counsel must be an attorney who holds a contract with OPDS similar to the contractor's contract. If the substitute counsel represents another party in the case, the contractor shall not be paid for the appearance. Any other substitute counsel must be approved in advance by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall remain primarily responsible for the performance of the contract.

K. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, investigators, mitigation specialists (in capital cases only), service of process, court transcript fees and other reasonable and necessary expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. Failure to obtain prior approval may result in non-payment for the expenditure and the debt shall become the personal responsibility of the Contractor. A copy of the approval must be given to the approved vendor for its billing purposes prior to the commencement of their work. If an approved vendor exceeds the OPDS approved amount for the expenditure, OPDS is not obligated to pay any such overage and it becomes the personal responsibility of the Contractor. When billing for reimbursement, receipts for all expenses must be included. All expenses must be approved by OPDS prior to being incurred. Bills for expenses incurred prior to approval by OPDS may not be honored or ratified.

OPDS will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business including, but not limited to, long- distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense. **OPDS will not provide mileage reimbursement for travel within Maricopa County.**

L. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OPDS. **Failure to obtain prior approval for the work of an investigator will result in non-payment and the debt shall become the personal responsibility of the Contractor.**

Conducting witness interviews arranged by the prosecution is not the responsibility of the investigator. Conducting these interviews is the responsibility of the assigned lawyer unless the lawyer cannot be present due to illness or other unforeseen emergency. ~~Then, and only then, will investigators be permitted to bill for the time spent conducting this type of interview.~~

M. Capital Mitigation Specialists. In capital cases only, Contractors may submit for preliminary approval by the Contract Administrator a request for appointment of a specific mitigation specialist. If the nominated mitigation specialist **capital** appears to be available to perform the requested work in a timely basis, OPDS will assign the mitigation specialist to the case. Contractor will be responsible for reviewing and certifying the ~~investigator's~~ **mitigation specialist's** billings prior to payment by OPDS. Failure to obtain prior approval for the work of a mitigation specialist will result in non-payment and the debt shall become the personal responsibility of the Contractor.

- N. Appointment of Interpreters. Interpreters from Maricopa County’s Office of Court Interpreters **or Justice System Translation Interpretation Services** shall be used for non-English-speaking clients as necessary for all court proceedings and out-of-court matters.
- O. Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OPDS or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Civil Procedure regarding service and giving notice of motions. See also see Section II, Part 6, subsection R.
- P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys. In the event the Contractor is suspended by the Arizona State Bar, on an interim or other basis, Contractor must immediately notify OPDS of this suspension so that appointment of cases may be stopped. Failure to comply with such notice will result in termination of Contractor’s contract(s).
- Q. Technological Equipment. Contractor must possess the following equipment to meet the needs of OPDS appointment protocol:
1. Desktop or laptop computer,
 2. Microsoft Office Suite Software and Adobe Reader; and other software as might be needed to allow contractor to conduct business electronically with OPDS,
 3. E-mail address; and
 4. Cellular telephone.
- R. Court Orders for additional compensation. In the event that a Contractor files a motion with any Court for additional compensation or any expenditure in addition to that provided for under the terms of the contract, Contractor must timely serve a copy of the motion upon OPDS. Failure to give OPDS notice of a motion for additional compensation or expenditure on a timely basis will result in either suspension or termination of the contract.
- S. Monthly Case Logs. All case logs must be returned via e-mail to OPDS by the date designated by OPDS. This includes all changes to case dispositions and hours-to-date. Failure to submit case logs by the designated date may result in the withholding of Contractor’s monthly contract payment or other payments made by the department on a case-by-case basis until such documentation is provided.
- T. Reporting and Billing periods. Any claim for services must be submitted within 6 months of the service.
- U. Attorney Complaints. Complaints made about a Contractor may be forwarded to Contractor with a request for a response to the complaint. The Contractor must respond to the complaint in writing within 10 days.
- V. **Contractor is not guaranteed any minimum or maximum number of assignments.**
- W. Continuing Education. Contractor will remain compliant in regard to all training required by law or statute.

7. **AVAILABILITY OF FUNDS**

Contractor and the County acknowledge that the continuation of any contract after the close of the County’s fiscal year, (on June 30 of each year), is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent

that any budget item will be adopted. The approval of such expenditures is the exclusive province of the Maricopa County Board of Supervisors at the time of the adoption of the budget.

8. **INDEPENDENT CONTRACTOR**

- A. Contractor's relationship to the County is that of an independent Contractor and not as an employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons or services utilized by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, and other employee benefits and all taxes and premiums relating to such persons, and shall defend, indemnify and hold the County harmless for any and all claims, suits, liability and damages which the County may incur because of Contractor's failure to pay such taxes or obligations.

9. **RIGHTS IN DATA**

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

10. **MALPRACTICE INSURANCE**

- A. Contractor shall provide to the Contract Administrator 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. Proof of errors and omissions coverage is due on the first day of the second month of the effective date of the contract.
- B. 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.
- C. Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

11. **AMENDMENTS**

All amendments to the Contract shall be in writing and signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

12. **STRICT COMPLIANCE**

Acceptance by OPDS of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term or an acceptance of anything less than strict compliance with all other terms.

13. **LAWS, RULES AND REGULATIONS**

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

~~Contractor in the performance of the Contract will not discriminate against any person based on race, religion, sex, national origin, or disability.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~RETENTION AND ADEQUACY OF RECORDS~~

~~Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.~~

~~OPDS will not pay for costs associated with the storage of any records or files created for, pertaining to, or arising from this contract.~~

15. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

15.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

16. **AUDIT AND AUDIT DISALLOWANCES**

~~Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OPDS shall notify Contractor in writing of the disallowance and the required course of action relating to the~~

~~disallowance. OPDS may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.~~

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

17. **DISPUTES**

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the relevant section(s) of the Maricopa County Procurement Code.

18. **WAIVER OF CLAIMS**

A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.

Contractor's obligations under this section, including the duty of continuing representation, shall survive the termination or expiration of the Contract.

B. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

1. County's average cost per case for all the services provided by Contractor under the Contract compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys;
2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and
3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is found to be invalid or unenforceable, the Contract may be terminated at the sole discretion of the Contract Administrator.

19. **GOVERNING LAWS**

~~The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.~~

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

20. **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS**

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

21. **COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

22. **NOTICE**

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by electronic mail or telecopier; or
- C. five (5) business days from deposit in the United States mail, registered mail or certified mail, return receipt requested, with postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

23. **RULES OF CONSTRUCTION**

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon, and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity 1.) by the terms of the Contract or 2.) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be 1.) modified to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy, nor does it limit any other legal or equitable remedy that may be available to any Party.

24. **MISCELLANEOUS**

- A. Process Server. All expenditures for service of process must be approved by OPDS prior to incurring any such expense. In the event that Contractor does not request and receive

OPDS's approval before incurring such an expense, Contractor shall be personally responsible for payment of the process server's service invoice. Contractor will use only a process server approved by OPDS.

- B. Court Reporters. Only appellate and post-conviction relief transcripts are paid directly by OPDS. Any other use of court reporters or transcriptionists must be approved in advance by way of a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate, approved vendor. If transcripts are requested during a trial (to impeach a witness, etc.), the court reporter should be informed that the request is for a transcript of the testimony only and that OPDS will pay \$2.50 per page for the original only and an additional \$0.30 per page for one copy.

If a motion for a new trial is granted, the County Attorney and all defense counsel should share the cost of the transcript of the original trial. RUSH (delivery within 5 days) and EXPEDITED (delivery within 10 days) transcription requests are strongly discouraged and likely to be rejected absent unforeseen exigent circumstances. OPDS requires that Contractor justify such requests with an explanation as to why additional expense was unavoidable. If the necessity for rush or expedited charges is the result of delay on Contractors part, Contractor will be required to pay any charges beyond the reporter's standard page rate.

- C. Audio and Video Tape Transcription. Transcriptions of tape recorded interviews must be approved in advance. The transcription will be done by a vendor approved by OPDS. It is the responsibility of each Contractor to make the request for approval and to deliver the tapes in time to take advantage of the Regular delivery rate of 20 calendar days. The Expedited delivery rate of 10 calendar days and the Rush delivery rate of 1 day will not be approved absent extraordinary circumstances.
- D. Travel. All travel for contractors, witnesses or expert witnesses must be pre-approved and scheduled or authorized through OPDS.
- E. Identification Badges. Identification badges are available to Contract Counsel at no charge.
- F. Change of Address/Firm. Contractor must advise OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. Any change of this type shall be accomplished by advising OPDS in writing and making the appropriate changes to Maricopa County Vendor Registration (see Exhibit 1).
- G. Weapons policy. No weapons, loaded or unloaded, props or real, are to be brought into the courthouse buildings. There are security lockers for storage of these items in the court buildings. Questions regarding this policy can be addressed to Court Administration at (602) 506-3070.
- H. Designation of Contract and Location. ~~The contract applications include a cover sheet for applicants to rank their preferences for each of the contract categories and locations.~~ Applicants may apply for more than one category of contract and more than one location, but no applicant is guaranteed an award of any, one, or multiple contract categories or a preferred location. If an applicant does not wish to be considered for one or more categories of the contract, the applicant shall clearly designate that category or those categories. Applicants should not designate willingness to provide services for any of the specialty categories of which they do not meet the minimum qualifications of this solicitation, at the time of submission.
- I. Adult and Juvenile Contracts. Contractors shall not be awarded **assigned cases under** both adult and juvenile contracts with the exception of the appeals contracts. Adult Civil Contracts may be awarded with either adult or juvenile contracts.

J. Appointments.

1. Bench Appointments: Any and all appointments made from the bench without the consent of OPDS may result in non-payment for the case.
2. Non-contract appointments: Appointments made, without the consent of OPDS, to counsel who have not been awarded the appropriate contract by the Maricopa County Board of Supervisors may result in non-payment for the case.

K. Billing for Time.

1. All Contractor invoices submitted for payment must contain an itemized statement of hours describing in detail in chronological order the following:

Date Description of Event Time (in tenths of an hour)

2. This is a contract between Maricopa County and Contractor. Time for the services of secretaries, paralegals, legal assistants, caseworkers, or any other non-contract person will not be considered when considering hours worked by a Contractor on a case.

L. Total Open Caseload.

1. ~~All Adult Contractors who hold contracts in the following areas are subject to a combined open/pending maximum caseload for all past and present contracts, regardless of contract type, of 100 OPDS assigned clients (determined by primary case numbers):~~
 - a) ~~Adult Felony;~~
 - b) ~~Appeals/PCR;~~
 - c) ~~Homicide/Major Felony;~~
 - d) ~~Mental Health;~~
 - e) ~~Probate; and~~
 - f) ~~Adult Special Advocacy~~
2. ~~All Juvenile Contractors who hold contracts in the following areas are subject to a combined open/pending maximum caseload for all past and present contracts, regardless of contract types, of 260 OPDS assigned clients (determined by primary case numbers):~~
 - a) ~~Juvenile Appeals;~~
 - b) ~~Juvenile Delinquency;~~
 - c) ~~Juvenile Dependency;~~
 - d) ~~Juvenile Drug Court; and~~
 - e) ~~Juvenile Special Advocacy.~~
3. ~~In the event that Contractor's caseload exceeds the applicable threshold, Contractor and the Contract Administrator will confer to examine the nature and quality of the caseload to determine if the Contractor should be assigned additional cases. The final decision on this issue shall be made by the Contract Administrator.~~

M. Office of Public Defense Services' Policies and Procedures.

Throughout the contract period, OPDS reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Office of Procurement Services of Maricopa County, the Department of Finance of Maricopa County, and the Board of Supervisors of Maricopa County.

25. **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

- A. ~~By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract. Form I-9 is available for download at USCIS.GOV.~~

- B. ~~The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County determine that the Contractor or any of its subcontractors is not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

25.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee’s employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.**

25.2 **The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.9 of this Section. Contractor and subcontractor shall be given reasonable notice of the County’s intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

26. ~~**VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN**~~

- A. ~~By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

- B. ~~The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County determine that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

27. **CONTRACTOR LICENSE REQUIREMENT**

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

28. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:~~

~~are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

- 28.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

- 28.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;
- 28.3 have not within three (3) year period preceding this Contract;
- 28.3.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and
- 28.3.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and
- 28.3.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.
- 28.3.4 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 28.4 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

29. **TAX (SERVICES):**

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

30. **INDEMNIFICATION: Revised 4-22-2019**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any malpractice ~~any claim~~, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

31. INSURANCE:

31.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

31.2 **All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.**

31.3 **Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**

31.4 **Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**

31.5 **The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.**

~~31.6 The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds. Revised 4-16-19~~

~~31.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service. Revised 4-22-19~~

31.8 **Commercial General Liability: Revised 4-15-19**

~~Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$250,000 for each occurrence, and \$500,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.~~

31.9 **Automobile Liability: Revised 4-15-19**

~~Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with \$25,000 bodily injury and \$50,000 property damage each occurrence with respect to any of the Contractor's owned, hired, and non owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.~~

31.10 **Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

31.11 **Professional Liability:**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$250,000 for each claim, and \$500,000 aggregate claims.

31.12 **Sexual Molestation: Revised 4-15-19**

~~For those contractors whose services include working with or caring for children, elderly and disabled persons coverage limits of \$250,000 per occurrence and \$500,000 aggregate must be added or endorsed to policy coverage.~~

31.13 **Certificates of Insurance:**

Prior to Contract award/renewal, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

31.14 **Cancellation and Expiration Notice:**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) calendar days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

32. **FORCE MAJEURE:**

- 3.32.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 3.32.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 3.32.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

33. **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three (3) years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

34. **INFLUENCE:**

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.34.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,
- 3.34.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Contract.

35. **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) 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. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

36. **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

37. **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

38. **RELATIONSHIPS:**

3.38.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.38.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

39. **ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

SECTION III WORK STATEMENT

1. **EFFECT**

This Work Statement shall control should there be any conflict between the General Provisions and Work Statement sections of this contract.

2. **DUTIES**

The contractor shall provide legal services as assigned in the following proceedings as determined by the areas of practice in which the contractor and Maricopa County agree and for which the contractor is deemed, by Maricopa County, to be qualified:

CAPITAL OFFENSES

- Lead Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure
- Co-Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure
- Capital Appeals as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure

MAJOR FELONY OFFENSES

- First degree (non-capital) murder
- Second degree murder
- Manslaughter
- Negligent Homicide
- Any other felony proceeding which is designated by OPDS as not appropriate for the Felony Offense contract because of the seriousness or complexity of the case. The designation of “complex” by the court is indicative of, but not determinative of, the OPDS designation of complex for the purpose of this contract.

FELONY OFFENSES

- Any felony offense not included in the Major Felony Offense paragraph of this section.
- Probation Violation
- Witness Representation
- Misdemeanor cases, including those in Justice Courts

APPEALS and PETITIONS for POST-CONVICTION RELIEF

- Direct Appeals
- Petitions for Post-conviction Relief from trial and plea proceedings

Assignments within each area of practice shall be made, as much as practicable, on a rotating basis. The contractor’s case load and schedule as well as OPDS policies and the availability of the contractor for the next court date may affect the assignments.

3. **CLIENT'S FAILURE TO APPEAR**

- A. **Preliminary Hearing.** Contractor will not receive credit for any client who fails to appear for a preliminary hearing or first court appearance.
- B. **Post-Arrestment.** OPDS shall give Contractor credit for the case if the client fails to appear after the arrestment. Contractor shall resume the representation when the client appears for further proceedings whether or not the Contractor holds a contract at the time of the client's reappearance. Should the contractor be unable to resume the representation of the client due to ethical reasons or any other reason determined to be sufficient by the Contract Administrator, the contractor will return to OPDS any money paid for the representation of the client.

4. **CHARGES NOT FILED**

Contractor shall notify the Contract Administrator if a charging document is not filed against a client. Contractor shall not receive credit for the case unless a charging document is filed.

5. **WITNESS REPRESENTATION**

The contractor shall be paid pursuant to this contract for representation of a witness. In the event that the witness is subsequently charged with a crime related to the testimony given or sought, the contractor will continue to represent the client. In the event that charges are filed, the contractor shall be paid pursuant to the contract for the offense charged minus any money paid for representing the client as a witness. Representation of multiple witnesses in the same case shall be paid as a single witness.

6. **RESTITUTION HEARINGS**

Restitution hearings are considered to be a part of the sentencing process. The attorney representing the defendant at the time of the sentencing shall be responsible to represent the defendant at any subsequent restitution hearing, even if a Motion to Withdraw has been granted.

7. **DUTIES OF CO-COUNSEL IN CAPITAL CASES**

Contractor who is assigned as 2nd chair counsel in a capital case shall perform those duties delegated by lead counsel in conformity with the ABA Guidelines and Rule 6.8 of the Arizona Rules of Criminal Procedure.

8. **COMPLEX CASES**

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. Additional compensation must be requested in writing and thereafter negotiated between the Contract Administrator and the Contractor. The designation by the court that a case is complex is not binding on OPDS for the purposes of determining whether or not a case qualifies for additional compensation. The Contract Administrator will consider the following factors in determining the amounts of additional compensation:

- o The complexity of the case;
- o The time within which the contractor must be prepared for trial or sentencing;
- o The duration of the case;

- The amount of time actually spent on the case by the contractor;
- The contractor's overall compensation under the entire contract; and
- Any other factor which, in the opinion of OPDS, should be considered.

9. **APPELLATE CASES**

When assigned to a direct appeal the contractor shall be responsible to represent the client throughout the proceedings including Petitions for Review or, in capital cases, Petitions for Writ of Certiorari to the United States Supreme Court. When assigned to a Petition for Post-conviction Relief, the contractor shall be responsible to represent the client throughout the proceedings including Petitions for Review **and shall be responsible to act as advisory counsel for pro per client after contractor's brief or Notice of Completion is filed. The Contractor will ~~may~~ receive compensation at \$77.00 per hour for non-capital PCRs in addition to the contract payment for Contractor's work as advisory counsel upon proper submission and OPDS/OCC approval of invoice. If client decides not to pursue post-conviction relief and a motion to dismiss is filed, any contract payment made will be collected and contractor will receive compensation at \$77.00 per hour for non-capital PCRs.**

SECTION IV CONSIDERATION

**** Effective June 1st, 2016 all NEW assignments will adhere to the new payment schedule. Any assignments prior to June 1st, 2016 will be compensated at the previous pricing fees. On cases being paid on an hourly basis, all work performed on June 1st, 2016 or after, will be compensated at the new rate.**

1. COMPENSATION

The following is the schedule of payments for each of the areas of practice and the cases within those areas of practice:

CAPITAL OFFENSES

- Lead Counsel \$~~125~~ **\$140** per hour
- Co-Counsel \$~~95~~ **\$105** per hour

MAJOR FELONY OFFENSES

- First Degree Murder \$~~70~~ **\$77** per hour
- Second Degree Murder \$~~70~~ **\$77** per hour
- Manslaughter \$~~70~~ **\$77** per hour
- Negligent Homicide \$~~70~~ **\$77** per hour
- All other Offenses \$~~70~~ **\$77** per hour

FELONY OFFENSES

- Class 1, 2 and 3 \$~~1,250~~ **\$1375**
- Class 4, 5, and 6 \$~~900~~ **\$1000**
- Felony DUI \$~~900~~ **\$1000**
- Probation Violation \$~~250~~ **275**
- RCC/EDC \$~~400~~ **450**
- Misdemeanors \$~~400~~ **\$450**
- Witness representation \$~~300~~ **\$330**

APPEALS and PETITION FOR POST-CONVICTION RELIEF

- Capital Appeals \$~~20,000~~ **\$100 per hour**
- Appeals \$~~2,000~~ **\$2200**
- Appeal of Misdemeanor Conviction \$~~1,250~~ **\$1375**
- PCR from Trial \$~~2,000~~ **\$2200**
- PCR from Plea \$~~500~~ **\$550**

2. MULTIPLE CASES

If a contractor is assigned multiple cases for the same defendant, the contractor shall be paid for the case that would result in the highest payment. If the cases are resolved with plea agreements, either at the same time or different times, the contractor will be paid an amount equal to one-half

of the amount for the case that would result in the next highest payment. No additional payments will be made.

If the cases are resolved by separate trials, the contractor shall be paid individually for each case tried according to the schedule in paragraph one. Cases resolved by a plea agreement after a trial in another matter shall be treated according to the previous paragraph.

3. **PROBATION VIOLATION CASES**

If a contractor is assigned a probation violation case or cases for a defendant with a pending felony case that alleges a new criminal offense, no compensation in addition to that paid for the felony case shall be paid for the probation violation case or cases.

If the client is acquitted of the new felony offense at trial or the charge is dismissed and a probation violation hearing is held, at which a witness testifies, the contractor shall be paid for the violation case according to the schedule in paragraph 1 of this section.

4. **REGIONAL COURT CENTERS**

If a contractor is assigned to a case in a Regional Court Center (RCC) and the case is resolved in RCC, the payment shall be made according to the schedule in paragraph one of this section. If the case is not resolved in RCC, the case may be re-assigned to another contractor for proceedings after the RCC, at the election of OPDS. If OPDS elects to assign the same contractor to the case after the RCC proceedings, that contractor shall be paid according to the schedule in paragraph one minus any RCC payment that has been made. All appointments made in RCC courts must be made through OPDS or no payment will be made.

5. **REMOVAL OF THE CONTRACTOR**

In the event that the contractor is removed from a case for failure to perform or inability to perform, the contractor shall reimburse OPDS for the funds that have been paid on the case. This reimbursement, at the election of OPDS, may be made by OPDS withholding payments due to the contractor on other cases. Failure to perform includes, but is not limited to, failure to appear for a scheduled court appearance.

6. **REPLACEMENT OF THE CONTRACTOR BY PRIVATE COUNSEL**

In the event the client retains private counsel, the contractor shall be paid according to the schedule in paragraph one of this section if the contractor provides a billing statement to support the fact that the contractor spent the following amounts of time on the case:

- MAJOR FELONY Will be paid hourly
- FELONY 10 hours
- APPEAL 15 hours
- PCR TRIAL 15 Hours
- PCR PLEA 10 Hours

7. **METHOD OF PAYMENT**

- FELONY AND APPEALS/PCR

Subject to the availability of funds, OPDS will process and remit to the Contractor a warrant for payment each month during the term of the contract. Payment will be based on the number and type of cases assigned to the Contractor during the previous month, minus any adjustments.

○ MAJOR FELONY

The contractor will submit an invoice for payment on major felony cases with a billing statement indicating the number of hours that have been devoted to the case once at least 40 hours have been accumulated. Subject to the availability of funds, payment will be made once the invoice has been processed. In the event the contractor is removed from the case prior to its resolution (sentencing), the contractor will be required to reimburse Maricopa County pursuant to the provisions of paragraph 6 of this section.

○ CAPITAL

The contractor will submit a monthly billing statement indicating the number of hours that have been devoted to the case during the previous month. Subject to the availability of funds, payment will be made once the invoice has been processed.

○ ADDITIONAL COMPENSATION

Any request for compensation in addition to that which is provided in paragraph one of this section shall include a billing statement of all of the hours devoted to the case in question.

8. **ELECTRONIC BILLING**

In the event OPDS implements an electronic billing system, continued assignment of cases may be ~~dependant~~ **dependent** upon the contractor agreeing to the terms established for that billing system.

9. **FAILURE TO PERFORM**

While no grounds are necessary to terminate the contract by either party, contractors are advised that failure to perform the duties of the contract is likely to result in termination of the contract. Missing scheduled court appearances or deadlines is, among other things, a failure to perform.

10. **TAXES AND BENEFITS**

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligation, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligation including any liability for any such taxes or obligations.

11. **REVIEW OF COMPENSATION SCHEDULE**

OPDS shall review compensation/fees schedule for each legal specialty found in this solicitation, on an annual+ basis (anniversary of contract award commencement date). Changes, if any to the Compensation Schedule are at the sole discretion of OPDS.

ACOSTA LAW OFFICE JESUS M. ACOSTA, P.O. BOX 91568, PHOENIX, AZ 85066

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000015209-X VC0000002709
Telephone Number:	602/340-1788
Fax Number:	602/237-9916
E-mail Address:	acostalawoffice@yahoo.com
Contract Period:	To cover the period ending July 31, 2019 2029.

BUESING LAW OFFICE PLLC, 20403 N. LAKE PLEASANT RD., STE 11, PEORIA, AZ 85382
111 W. MONROE ST., SUITE 320, PHOENIX, AZ 85003
JAMES BUESING, 6751 N. SUNSET BLVD., STE 320, GLENDALE, AZ 85305

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011005715-0-W000014592-X VC00000004644**

Telephone Number: **602/920-2564**

E-mail Address: **jamespbuesing@hotmail.com JAMES@BUESINGLAW.COM**

Contract Period: **To cover the period ending ~~July 31, 2019~~ **2029**.**

**HERMAN ALCANTAR JR. DBA: ALCANTAR LAW FIRM, PLC., 1001 N. CENTRAL AVE, SUITE #660,
PHOENIX, AZ 85004**

PRICING SHEET NIGP CODES: 96149

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Terms:	NET-30 NO TERMS
Vendor Number:	W000004778 VC0000005302
Telephone Number:	602/253-5996
Fax Number:	602/716-9621
E-mail Address:	alcantar@qwest.net
Contract Period:	To cover the period ending July 31, 2019 2029.

ATKINS LAW GROUP, 209 EAST BASELINE RD., SUITE E203, TEMPE AZ 85283
WILLIAMS M. ATKINS, 2633 E. INDIAN SCHOOL RD, SUITE #320, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000010431-X 2011000369-0 2011006962-0 VC0000006682**

Telephone Number: **602/956-8200 480-284-8199**

Fax Number: **602/956-8201 480-248-2160**

E-mail Address: ~~wmike21@gmail.com~~ michael@atkinslawgrp.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

AMY BAIN, ESQ., 7149 N 57TH DRIVE, GLENDALE, AZ 85301

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000015083-X VC0000002208
Telephone Number:	623/877-0500
Fax Number:	623/877-2722
E-mail Address:	Amy.Bain@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

CARLA J. BASTIEN, 15508 W. BELL ROAD, SUITE 101, PMB 520, SURPRISE, AZ 85374

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000015145 X VC0000005979**

Telephone Number: 623/210-8193

E-mail Address: wbastien@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

JASON BECKSTEAD, 17470 N. PACESETTER WAY, SCOTTSDALE, AZ 85255
111 W. MONROE ST., SUITE 320, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000015110 VC0000004870
Telephone Number:	480/430-2133 602-388-8641
Fax Number:	480/563-3235
E-mail Address:	jay@becksteadlawfirm.com
Contract Period:	To cover the period ending July 31, 2019 2029.

BRUCE E. BLUMBERG, PC, 3600 N. 19TH AVENUE, PHOENIX, AZ 85015
45 W JEFFERSON, SUITE #210, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

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Terms: **NET-30 NO TERM**

Vendor Number: **W000004574 X VC0000008560**

Telephone Number: 602/277-6180

Fax Number: 602/271-4119

E-mail Address: Bruce.Blumberg@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

MATTHEW O. BROWN, 2151 E BROADWAY RD SUITE 115, TEMPE, AZ 85282
950 W. ELLIOT RD., SUITE 107, TEMPE, AZ 85284
3115 S. PRICE RD, CHANDLER, AZ 85248

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000014126 X W000015126 X VC0000003884

Telephone Number: 480/299-2093

Fax Number: 480/855-2347

E-mail Address: info@brownandlittlelaw.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

REGINALD L. COOKE LAW OFFICE LLC-ESQ., 1366 E. THOMAS RD, SUITE #201, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004754 VC0000002671
Telephone Number:	602/248-8043
Fax Number:	602/248-8046
E-mail Address:	rlcooke1@aol.com
Contract Period:	To cover the period ending July 31, 2019 2029.

KENNETH S. COUNTRYMAN, PO BOX 11077, TEMPE, AZ 85284
1726 N. 7TH STREET, PHOENIX, AZ 85006

PRICING SHEET NIGP CODES: 96149

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Terms:	NET-30 NO TERMS
Vendor Number:	W000001405 VC0000008616
Telephone Number:	602/258-2928
Fax Number:	602/258-5070
Contact Person:	Andy Bonilla
E-mail Address:	andyb@countrymanlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

RANDALL CRAIG, 9449 N. 90TH STREET, SUITE #207, SCOTTSDALE, AZ 85258

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000009161-X VC0000005105
Telephone Number:	480/767-0400
Fax Number:	480/767-0401
E-mail Address:	randall@randalljcraig.com
Contract Period:	To cover the period ending July 31, 2019 2029.

DAVID A CUTRER, ESQ, 3620 E. JOJOBA RD, PHOENIX, AZ 85044

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000005718 X VC0000001580**

Telephone Number: 602/616-3375

E-mail Address: dacutrer@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

DANIELA H. DE LA TORRE, 845 N. 6TH AVE., PHOENIX, AZ 85003
245 W. ROOSEVELT, SUITE A, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30-NO TERMS**

Vendor Number: **W000008237-X VC0000005902**

Telephone Number: 602/344-0036

E-mail Address: ddelatorre@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

RONALD M. DEBRIGIDA, JR., 18205 N. 51ST AVE. STE 123, GLENDALE, AZ 85308
9449 N. 90TH STREET, SUITE #207, SCOTTSDALE, AZ 85258

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30-NO TERMS**

Vendor Number: **~~W000013981~~ VC0000001693**

Telephone Number: 602/558-8596

Fax Number: 480/767-0401

E-mail Address: rdbl原因@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

MICHAEL J. DEW, 6501 N. CENTRAL AVE, PHOENIX, AZ 85012

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30-NO TERMS**

Vendor Number: **W000004123-X VC0000003973**

Telephone Number: 602/234-0087

Fax Number: 602/234-0087

E-mail Address: dewme@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

KERRIE DROBAN, DBA: KBUNITED LLC, 1934 E CAMELBACK RD STE 120-482, PHOENIX, AZ 85016
41919 N. BACK CREEK CT., PHOENIX, AZ 85086
3434 W. ANTHEM WAY, SUITE 118 441, ANTHEM, AZ 85068

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30-NO TERMS

Vendor Number: W000004111 X VC0000002292

Telephone Number: 480/612-3058

Fax Number: 623/551-3289

E-mail Address: kerriedroban@yahoo.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

STEPHEN L. DUNCAN, PLC, 7272 E. INDIAN SCHOOL RD., STE. 203, SCOTTSDALE, AZ 85251

Two Renaissance Square, 40 N. Central Ave., Suite 2250, Phoenix, AZ 85004

1726 N. 7th Street, Phoenix, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30-NO TERMS
Vendor Number:	W000002647-X VC0000008725
Telephone Number:	480-397-3555
Fax Number:	602/258-5070
E-mail Address:	sduncan@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

NICOLE COUNTRYMAN FARNUM ATTORNEY AT LAW, P.O. BOX 50182, PHOENIX, AZ 85044
4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044 P.O. Box 12542, Tempe, AZ 85284

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30-NO TERMS**

Vendor Number: **~~W000007489~~ VC0000001297**

Telephone Number: **480/628-4226 602-488-2002**

Fax Number: **480/460-0240**

E-mail Address: **Nicole.Farnum@azbar.org nicolecountryman@outlook.com**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

REBECCA FELMLY ATTORNEY, 2733 N. POWER ROAD, STE. 102-303, MESA, AZ 85215
649 N. 4th Avenue, Phoenix, AZ 85003 1423 S. Higley Rd, Suite #127, Mesa, AZ 85206

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30-NO TERMS**

Vendor Number: **W000001409-X VC0000003125**

Telephone Number: 480/227-1324

Fax Number: 480/324-8050

E-mail Address: felmly@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

FERRAGUT LAW FIRM PC, ULISES FERRAGUT JR., 2 N. CENTRAL AVE, SUITE 1125, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 -NO TERMS
Vendor Number:	W000007655 VC0000005655
Telephone Number:	602/324-5300
Fax Number:	602/258-4588
E-mail Address:	ulises@ferragutlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

CHRISTOPHER A FLORES, 2633 E. INDIAN SCHOOL ROAD, SUITE 320, PHOENIX, AZ 85016
337 N. 4TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000003997~~ VC0000008617**

Telephone Number: 602/271-0070

Fax Number: 602/252-1922

E-mail Address: Christopher.Flores@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

TAYLOR W. FOX, PC, 101 N. 1ST AVE., STE 950, PHOENIX, AZ 85003
~~2-N. Central Ave, Suite #735, Phoenix, AZ 85004~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000005077 VC0000001805
Telephone Number:	602/443-2220
Fax Number:	602/443-2221
E-mail Address:	taylor.fox@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

MICHAEL TODD GLOVER ATTORNEY, P.O. BOX 7444, SURPRISE, AZ 85374

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000015140 X VC0000002737**

Telephone Number: 623/521-4824

E-mail Address: toddgloverlaw@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

GRANVILLE LAW PLLC, 7650 S. MCCLINTOCK DR. 103-426, TEMPE, AZ 85284

Kari Jill Granville, 60 E. Rio Salado Pkwy, Suite 900, Tempe, AZ 85284

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000008298~~ VC0000004471**

Contact Person: Kari Jill Granville

Telephone Number: 480/967-9166

Fax Number: 480/967-9177

E-mail Address: kari@granvillelaw.us

Contract Period: To cover the period ending **July 31, 2019 2029.**

SANDRA K. HAMILTON, 240 NORTH CENTER, MESA, AZ 85201
1474 N COOPER ROAD, SUITE 105-570, GILBERT, AZ 85233

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 NO TERMS
Vendor Number:	W000001306-X VC0000002015
Telephone Number:	480/203-5291-987-6319
Fax Number:	602/254-6602-480/987-3776
E-mail Address:	Sandra_k_hamilton@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

PATRICIA A. HUBBARD ATTORNEY, 6501 E. GREENWAY, SUITE #103-287 642, SCOTTSDALE, AZ 85254

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000007508 VC0000005320
Telephone Number:	602/694-2337
Fax Number:	480/268-7483
E-mail Address:	pahubblaw@aol.com
Contract Period:	To cover the period ending July 31, 2019 2029.

STACY L. HYDER ATTORNEY, 7301 N. 16TH STREET, SUITE 103, PHOENIX, AZ 85020

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000011386 X VC0000002520
Telephone Number:	602/472-3172
Fax Number:	602/997-4861
E-mail Address:	stacy@stacyhyderlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

ANCA IACOB LAW OFFICE, PO BOX 11531, GLENDALE, AZ 85318
7025 W. BELL ROAD, SUITE 3, 7075 W. BELL RD, STE 15, GLENDALE, AZ 85308

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000013207-X VC0000002598**

Telephone Number: 623/266-0060

E-mail Address: anca@iacoblaw.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

LAW OFFICE OF STEPHEN JOHNSON, 2601 N. 16TH ST., PHOENIX, AZ 85006
1212 E. Osborn Rd, Phoenix, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000009581~~ VC0000004972**

Telephone Number: 602/369-5037

Fax Number: 602/604-7555

E-mail Address: bigsteve13502003@yahoo.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

DAVID JAMESON KEPHART, 9920 S. RURAL RD., STE. 108 BOX 124, TEMPE, AZ 85284
90 S Kyrene, Suite 1, Chandler, AZ 85226

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000014371~~ VC0000004860**

Telephone Number: 480/456-0025

Fax Number: 480/456-0920

E-mail Address: dkephart@gmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

ERIC W. KESSLER, 240 N. CENTER ST, MESA, AZ 85201

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004064 VC0000005274
Telephone Number:	480/644-9047
Fax Number:	480/644-0095
E-mail Address:	eric@kesslerlaw.phxcoxmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

RAYMOND KIMBLE, 2233 W BASELINE, SUITE C101, TEMPE, AZ 85283

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004126 VC0000001613
Telephone Number:	480/833-8613
Fax Number:	602/453-3030
E-mail Address:	kimblelaw@hotmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

LAW OFFICE OF MARCIA A. KRATTER PC, 2601 N. 16TH STREET, PHOENIX, AZ 85006
111 W. MONROE STREET, SUITE 1216, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000002908 X VC0000001338**

Telephone Number: 602/405-2283

E-mail Address: marci_kratter@yahoo.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

JULIO LABOY, 389 E PALM LN, PHOENIX, AZ 85004
2942 N. 24TH STREET, STE 114, PHOENIX, AZ 85016
14050 W. VAN BUREN, SUITE #623, GOODYEAR, AZ 85338

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000004554 X VC0000001309

Telephone Number: 602/828 2830 635-1394

E-mail Address: newzman@aol.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

SHERI LAURITANO, 7149 N 57TH DR, GLENDALE, AZ 85301
~~5800 W. GLENN DR., STE. 310, GLENDALE, AZ 85301~~
~~6751 N. Sunset Blvd, Suite #355, Glendale, AZ 85305~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000009756-X VC0000002207

Telephone Number: 623/877-0500

Fax Number: 623/877-2722

E-mail Address: Sheri.Lauritano@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

MATTHEW F. LEATHERS, 45 W JEFFERSON ST SUITE 501, PHOENIX, AZ 85003
~~649 NORTH 4TH AVENUE, PHOENIX, AZ 85003~~
~~1726 N. 7TH STREET, PHOENIX, AZ 85006~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000014281 X VC0000005652

Telephone Number: ~~602/258 2599~~ 602-288-2301

Fax Number: ~~602/258 2599~~

E-mail Address: mattleathers529@aol.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VIKKI M. LILES LAW OFFICE OF, 335 E PALM LN, PHOENIX, AZ 85004
45 W. JEFFERSON, SUITE 412, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET ~~30~~ NO TERMS

Vendor Number: W000007656 ~~X~~ VC0000006536

Telephone Number: 602/254-8861

Fax Number: 602/254-9310

E-mail Address: lileslaw@msn.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

DAVID L. LOCKHART, 2610 N. 16TH STREET, PHOENIX, AZ 85006
1440 E. WASHINGTON, SUITE#10, PHOENIX, AZ 85034

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000001401-X VC0000002418**

Telephone Number: 602/254-0311

Fax Number: 602/254-0043

E-mail Address: dlockhart@qwestoffice.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

STEPHEN MERCER, P.O. BOX 20672, MESA, AZ 85277

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000000502-X VC0000003978**

Telephone Number: 480/390-2410

E-mail Address: mercercerlaw@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

TYRONE MITCHELL, PC, 2633 E. INDIAN SCHOOL ROAD, SUITE 320, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000006223-X VC0000003147
Telephone Number:	602/956-8200
Fax Number:	602/956-8201
E-mail Address:	tmitchell@tyronemitchellpc.com
Contract Period:	To cover the period ending July 31, 2019 2029.

ALBERT JAYNES MORRISON JR. DBA: MORRISON LAW PLC, 3145 E. CHANDLER BLVD., SUITE 110-133, PHOENIX, AZ 85048

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000014656 VC0000001011
Telephone Number:	480/444-9206
Fax Number:	480/272-7475 480-285-1671
E-mail Address:	jaynes123@yahoo.com albert.morrison@azbar.org
Contract Period:	To cover the period ending July 31, 2019 July 31, 2029 .

JOHN ZACHARY MURPHY, 7150 E. CAMELBACK RD., SUITE 444, SCOTTSDALE, AZ 85251
2929 E. CAMELBACK ROAD, SUITE #110, PHOENIX, AZ 85016
P.O. BOX 17388, PHOENIX, AZ 85011-7388

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000015052 X VC0000005000

Telephone Number: 602/788-2188

E-mail Address: zach.murphy@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

GAIL GAINASI NATALE, 817 N 2ND STREET, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000010376 VC0000003105
Telephone Number:	602/258-1778
Fax Number:	602/258-1779
E-mail Address:	natale@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

PAMELA NICHOLSON, PLC, 335 E PALM LANE, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000007664 X VC0000001689**

Telephone Number: 602/253-2900

Fax Number: 602/253-2915

E-mail Address: pam@pnlaw.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

TONYA J. PETERSON, LAW OFFICE 801 N. 1ST AVE., PHOENIX, AZ 85003
3839 N. 3RD STREET, SUITE 400, PHOENIX, AZ 85012

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000007500~~ VC00000003164**

Telephone Number: 602/254-5544

Fax Number: 602/254-9263

E-mail Address: tpeterson@jennagroup.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

LISA POSADA ATTORNEY AT LAW, 335 E. PALM LANE, PHOENIX, AZ 85004
801 N. 1ST AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000004167-X VC0000006555**

Telephone Number: **602/252-9777**

Fax Number: **602/438-4829**

E-mail Address: **lisaposada@aol.com**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

ROBERT PRECHT ATTORNEY AT LAW, 3707 E. SOUTHERN AVENUE #1007, MESA AZ 85206
1855 E. SOUTHERN AVE, SUITE 211, MESA, AZ 85204

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000004737~~ VC0000003282**

Telephone Number: 480/633-9555

Fax Number: 480/633-2404

E-mail Address: precht@aol.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

DANIEL R. RAYNAK, PC, 2601 N. 16TH STREET, PHOENIX, AZ 85006
45 W. JEFFERSON, SUITE 225, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000005201-X VC0000007970**

Telephone Number: 602/992-7776

Fax Number: 602/992-7646

E-mail Address: danraynak@yahoo.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

MICHAEL S. REEVES, 1212 E. OSBORN RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004124 X VC0000005390
Telephone Number:	602/604-7577
Fax Number:	602/604-7555
E-mail Address:	Michael.Reeves@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

DIEGO RODRIGUEZ, 340 E PALM LN STE 118, PHOENIX, AZ 8504
330 N. 2ND AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET ~~30~~ NO TERMS

Vendor Number: W000012528 ~~X~~ VC0000004885

Telephone Number: 602/380-3849

Fax Number: 602/252-3436

E-mail Address: diego@rlopllc.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

SHARMILA ROY, PO BOX 441, LAVEEN, AZ 85339

4920 W. Baseline Rd., Ste C105 252, Laveen, AZ 85339

5130 W. Baseline Rd, #117 252, Laveen, AZ 85339

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 NO TERMS
Vendor Number:	W000010428 X VC0000001681
Telephone Number:	602/930-2690
E-mail Address:	sharmilaroy@hotmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

**KELLIE M. SANFORD DBA: LAW OFFICE OF KELLIE M. SANFORD PLLC, 120 W. OSBORN, SUITE A,
PHOENIX, AZ 85013**

7126 N. 19TH AVE, UNIT 115, PHOENIX, AZ 85021

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 NO TERMS
Vendor Number:	W000014412 X VC0000006035
Telephone Number:	480/236-9953-602-973-2222
E-mail Address:	ksanfordlaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

MATTHEW SCHWARTZSTEIN, 1421 E. THOMAS RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000009513-X VC0000001671
Telephone Number:	602/443-5623
Fax Number:	602/200-8173
E-mail Address:	mgslaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

NATALEE SEGAL, 1095 E. INDIAN SCHOOL RD, SUITE 600, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000010343-X VC0000005032**

Telephone Number: 602/277-0044

E-mail Address: nsegal@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

LAW OFFICE OF CANDICE L. SHOEMAKER, 1421 E. THOMAS ROAD, PHOENIX, AZ 85014
7923 E. CAMINO STREET_9011 E. HOBART ST., MESA, AZ 85207

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000007501-X-2011006208-0 VC0000004642**

Telephone Number: **480/227-1671-656-9847-227-1671**

E-mail Address: **~~eshoe@cox.net~~ Shoemaker@webmail.azbar.org**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

**MATTHEW SMILEY DBA: MATTHEW SMILEY AND ASSOCIATES, 130 N. CENTRAL AVE., STE. 200,
PHOENIX, AZ 85003**

P.O. Box 13147, Casa Grande, AZ 85230

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 NO TERMS
Vendor Number:	W000009142 X VC0000003215
Telephone Number:	520/423-0146 602-441-0786
Fax Number:	520/423-0147
E-mail Address:	phoenix7556@yahoo.com
Contract Period:	To cover the period ending July 31, 2019 2029.

MICHAEL SOUCCAR ATTORNEY, 3800 N. CENTRAL AVE., STE. 770, PHOENIX, AZ 85012
~~2828 N. Central Ave, Suite 890, Phoenix, AZ 85004~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: ~~W000007414~~ **VC0000005490**

Telephone Number: 602/253-0120

Fax Number: 602/253-0120

E-mail Address: michaelsouccar@yahoo.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

JAMIE SPARKS, 1001 N. CENTRAL AVE, SUITE 660, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000015135-X VC0000005986
Telephone Number:	520/247-8841
Fax Number:	602/716-9621
E-mail Address:	js_alcantarlaw@qwestoffice.net
Contract Period:	To cover the period ending July 31, 2019 2029.

LAW OFFICE OF CARRIE M. SPILLER, 11811 N. TATUM BLVD STE 3031, PHOENIX, AZ 85028
P.O. BOX 2497, SCOTTSDALE, AZ 85252

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000012851-X VC0000006023**

Telephone Number: **602/317-6675 602/953-7877**

E-mail Address: **ccole@azbar.org**

Contract Period: **To cover the period ending July 31, 2019 2029.**

ALISON STAVRIS, 11445 E VIA LINDA STE 2-504, SCOTTSDALE, AZ 85259
6501 E. GREENWAY PRKW. #103-486, SCOTTSDALE, AZ 85254
7135 E. CAMELBACK RD. SUITE 230, SCOTTSDALE, AZ 85251

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000013162 X VC0000005911

Telephone Number: 480/338-7359-398-8123 602/769-8698

Fax Number: 480/471-8907 480/365-0320

E-mail Address: alisonstavris@thestavrislawfirm.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

CHRISTOPHER STAVRIS, 11445 E VIA LINDA STE 2-504, SCOTTSDALE, AZ 85259
7135 E. CAMELBACK RD, SUITE 230, SCOTTSDALE, AZ 85251

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000011399 X 2011000405-0 VC0000001241**

Telephone Number: **480/338-7359 480/433-4031**

Fax Number: **480/471-8907 480/365-0320**

E-mail Address: **christopherstavis@thestavrislawfirm.com**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

JEFFREY SWIERSKI LAW OFFICE, PO BOX 72840, PHOENIX, AZ 85050
2828 N. Central Ave, Suite 890, Phoenix, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000010215~~ VC0000002218**

Telephone Number: **480-221-0981 602-265-6711**

E-mail Address: jswierski@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

BENJAMIN TAYLOR, 2600 N 44TH ST SUITE B101, PHOENIX, AZ 85008
4020 NORTH 20TH STREET, SUITE 100, PHOENIX, AZ 85016
1601 E. HIGHLAND AVE, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: NET 30 NO TERMS

Vendor Number: W000014151 X VC0000005860

Telephone Number: 520-991-4528-602-403-0212

E-mail Address: lawgrad47@hotmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

BOBBY O THRASHER JR., 518 E. WILLETTE ST., PHOENIX, AZ 85004

530 E. McDowell Rd., Ste 107, Phoenix, AZ 85004

3550 N. Central Ave, Suite 1500, Phoenix, AZ 85012

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET 30 NO TERMS
Vendor Number:	W000015158 X VC0000005222
Telephone Number:	602-264-7101
Fax Number:	602-234-0419
E-mail Address:	aolson@warnerangle.com
Contract Period:	To cover the period ending July 31, 2019 2029.

RANDOLPH D. TOSCANO, P.O. BOX 25434, SCOTTSDALE, AZ 85255

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000004768 X VC0000003041**

Telephone Number: 480-419-3986

Fax Number: 480-563-1509

E-mail Address: legendsare4ever@msn.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

RICK G. TOSTO, PO BOX 24397, PHOENIX, AZ 85074
PC, 337 N. 4TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000004157-X VC0000008515**

Telephone Number: 602-923-2771

Fax Number: 602-252-1922

E-mail Address: crimlawrn@aol.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

CORWIN A. TOWNSEND, 45 W. JEFFERSON ST., STE 501, PHOENIX, AZ 85003
649 N. 4th Ave, Phoenix, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004433 VC0000004670
Telephone Number:	602-294-0499
Fax Number:	602-294-9289
E-mail Address:	corwin.townsend@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

LAW OFFICE TREASURE VANDREUMEL, PLC 801 N. 1ST AVE., PHOENIX, AZ 85003
2000 N. 7th Street, Phoenix, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004323 VC0000008219
Telephone Number:	602-253-7348
Fax Number:	602-532-7881
E-mail Address:	treasure.vandreumel@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

ROBYN VARCOE, 845 N. 6TH AVE., PHOENIX, AZ 85003
245 W. Roosevelt, Suite A, Phoenix, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000004928 X VC0000001936**

Telephone Number: **602-374-4657 602-344-0040**

Fax Number: **602-344-0043**

E-mail Address: **rgv@varcoelaw.com**

Contract Period: **To cover the period ending July 31, 2019 2029.**

JONATHAN L WARSHAW, 67 S. HIGLEY RD, SUITE #103-1, GILBERT, AZ 85296

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **W000006990-X VC0000002103**

Telephone Number: 480-390-2537

E-mail Address: jwarshawlaw@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

ROBERT WEBB, P.O. BOX 6251, CHANDLER, AZ 85246

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004681-X VC0000002052
Telephone Number:	480-659-4432
Fax Number:	480-659-4462
E-mail Address:	rwebbesq@yahoo.com
Contract Period:	To cover the period ending July 31, 2019 2029.

JENNIFER L. WILLMOTT, 845 N. 6TH AVE., PHOENIX, AZ 85003
245 W. Roosevelt, Suite A, Phoenix, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~W000008236~~ VC0000003088**

Telephone Number: 602-344-0034

E-mail Address: jwillmott@willmottlaw.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

LAUREL A. WORKMAN, 2733 N. POWER RD., SUITE 102-303, MESA, AZ 85215
555 W. CHANDLER BLVD, SUITE 200, CHANDLER, AZ 85225

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	W000004154 VC0000004944
Telephone Number:	480-968-8700 359-4710
Fax Number:	480-968-8702
E-mail Address:	lworkman@azbar.org
Contract Period:	To cover the period ending July 31, 2019 2029.

JOHN N. VINGELLI, 7047 E. GREENWAY PARKWAY, STE 140, SCOTTSDALE, AZ 85254

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004433-0 VC0000004179**

Telephone Number: **480-624-2788**

Fax Number: **480-624-2796**

E-mail Address: john@vingellico.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

MARK TALLAN, ATTORNEY AT LAW, 727 E. PORTLAND #26, PHOENIX, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011000356-0 VC0000003087**

Telephone Number: **602-561-5974**

Fax Number:

E-mail Address: **tallanlaw@gmail.com**

Contract Period: **To cover the period ending July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

MILO INIGUEZ, P.C., 2198 E. CAMELBACK RD., STE 350, PHOENIX, AZ 85016
1702 E. HIGHLAND STE 202

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011000944-0 VC0000004141**

Telephone Number: **602-750-7232 376-8411**

Fax Number: **602-265-3500**

E-mail Address: **milo@iniguezlawfirm.com**

Contract Period: **To cover the period ending July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

THE NAEGLE LAW FIRM PLC, 3850 E. BASELINE RD., STE 111, MESA, AZ 85206
1237 S. VAL VISTA DR. SUITE 219, MESA, AZ 85204

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004443-0 VC0000004103**

Telephone Number: **480-326-6565 ~~602-685-1122~~**

Fax Number: **602-910-5491**

E-mail Address: **charlie@naeglelawfirm.com**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

JOHN DOSDALL, 40 N CENTER ST #200, MESA, AZ 85201

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **~~2011004739-0~~ VC0000003663**

Telephone Number: 480-320-9782

Fax Number:

E-mail Address: jogndosdall@hotmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

JON MARTINEZ CRIMINAL LAW GROUP, 40 N CENTRAL AVE, STE 1400, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004718-0 VC0000004159**

Telephone Number: **480-353-8895**

Fax Number: **602-343-1801**

E-mail Address: jonm.martinez@gmail.com

Contract Period: **To cover the period ending July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

MILLER LAW FIRM, PLLC LAW OFFICE OF SHANE MILLER, 8776 E SHEA BLVD, STE 106-160, SCOTTSDALE, AZ 85260

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004744-0 VC0000004746**

Telephone Number: **480-326-4809 602-730-2781**

Fax Number:

E-mail Address: shane.miller@azbar.org

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

THE HEATH LAW FIRM, PLLC 1640 S. STAPLEY DRIVE, SUITE 127, MESA, AZ 85204
MARK A. HEATH II PLLC, 40 N CENTER ST, MESA, AZ 85295

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **20110047465731-0 VC0000004601**

Telephone Number: **480-403-1611 480-442-0489**

Fax Number: **480-999-5776**

E-mail Address: **mheath@jacksonwhitelaw.com, heathmrk@outlook.com**
Mark@TheHeathLawFirm.com

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

SHANNON R ALLEN, 207 N GILBERT RD, STE 007, GILBERT, AZ 85234

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **~~NET-30~~ NO TERMS**

Vendor Number: **~~2011004736-0~~ VC0000002917**

Telephone Number: **~~480-231-1643~~ 480-268-9476**

Fax Number: **480-302-8491**

E-mail Address: **srawall@msn.com**

Contract Period: **To cover the period ending ~~July 31, 2019~~ 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

THE LAW OFFICE OF KYLE T GREEN, 180 S ASH AVENUE SUITE A, TEMPE, AZ 85281
3635 E INVERNESS AVE, STE 102, MESA, AZ 85206

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004720-0 VC0000003005**

Telephone Number: **480-398-1498-331-7568**

Fax Number: **480-336-2235**

E-mail Address: kgreen@arizonaattorneykg.com

Contract Period: **To cover the period ending July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

WALTER A ULRICH DBA: THE ULRICH LAW FIRM, PLC, 2700 N 3RD STREET SUITE 2010, PHOENIX, AZ 85004
7400 EAST PINNACLE PEAK RD., STE 204, SCOTTSDALE, AZ 85255
11811 N Tatum Blvd, Ste 3031, Phoenix, Az 85028

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011004726-0 VC0000005704**

Telephone Number: **602-326-1865 602-427-4027**

Fax Number: **480-347-0285**

E-mail Address: walter.ulrich@cox.net

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

LAW OFFICE OF KRISTOPHER CALIFANO, 4645 N 32ND ST SUITE 150, PHOENIX, AZ 85018
~~PLLC., KRISTOPHER CALIFANO, 2205 N. 3RD ST. STE 155, PHOENIX, AZ 85004~~
5025 N. Central Ave., Ste. 481, Phoenix, AZ 85012

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: ~~NET-30~~ **NO TERMS**

Vendor Number: ~~2011000939-0~~ **VC0000004137**

Telephone Number: ~~602-402-8708~~ **602-469-4170**

Fax Number: 602-391-3763

E-mail Address: Kristopher@califanolaw.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

LAW OFFICE OF BRENT E. GRAHAM, PO BOX 11483, GLENDALE, AZ 85318

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011000197-0 VC0000003037
Telephone Number:	602-399-2349
Fax Number:	n/a
E-mail Address:	brentgraham@msn.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

BURGES MCCOWAN, PLC., BURGES MCCOWAN, 1421 E. THOMAS ROAD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006361-0 VC0000004236
Telephone Number:	602-492-8295
Fax Number:	602-212-1805
E-mail Address:	burgess@burgessmccowan.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

POSTER LAW FIRM, PLLC, RICK POSTER, 11024 N. 28TH DRIVE, STE. 200, PHOENIX, AZ 85029

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011003252-0 VC0000002814
Telephone Number:	602-889-6270
Fax Number:	602-866-6903
E-mail Address:	rick@posterlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

SALDIVAR & ASSOCIATES PLLC, Jose A. Saldivar, P.C., Jose Saldivar, 2627 N. 3RD STREET, STE. 102, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006360-0 VC0000004249
Telephone Number:	602-908-5938
Fax Number:	602-354-3098
E-mail Address:	jose@saldivarlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

LAW OFFICE OF DAVID J. TEEL, 2303 N. 44TH STREET, STE. 14-1518, PHOENIX, AZ 85008

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011005663-0 VC0000004639
Telephone Number:	602-481-5502
Fax Number:	602-794-6301
E-mail Address:	teel@arizonalegal.org
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

ASHLEY TRAHER, ATTY, 2601 N. 16TH STREET, PHOENIX, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006364-0 VC0000004980
Telephone Number:	480-980-8963
Fax Number:	602-992-7646
E-mail Address:	ashleytraher@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

VERDURA LAW GROUP PLLC, KAITLIN VERDURA, PO BOX 45345, PHOENIX, AZ 85064

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011001678-0 VC0000004187
Telephone Number:	602-421-0515
Fax Number:	877-257-8895
E-mail Address:	kv@verduralaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/13/15

MASADA LAW PLLC, DBA: VICTORIA WASHINGTON 2601 N. 3RD STREET #204, PHOENIX AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006688-0 VC0000004530**

Telephone Number: 602-403-9392

Fax Number: 602-429-8169

E-mail Address: masadalaw@outlook.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 12/01/15

GARRETT SIMPSON PLLC, BOX 6481, GLENDALE, AZ 85312

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011005597-0 VC0000004609**

Telephone Number: 623-910-7216

Fax Number: N/A

E-mail Address: garrettsimpson@outlook.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 12/01/15

DEHNER DEFENSE, LLC, NICHOLAS DEHNER, 1959 S. POWER RD., STE 103-393, MESA AZ 85206

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VC0000006686**

Telephone Number: 480-878-0314

Fax Number: N/A

E-mail Address: dehnerdefense@gmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/04/16

JEFFREY ALTIERI DBA ALTIERI LAW OFFICE, PLLC, 668 N. 44TH STREET STE. 300, PHOENIX, AZ 85008

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000001546
Telephone Number:	602-685-1180
Fax Number:	602-685-1181
E-mail Address:	jmaltieri@altierilawoffice.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

BLACKWELL LAW OFFICE, 420 W. ROOSEVELT ST., STE. 106, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VS0000001546**

Telephone Number: 480-227-4984

Fax Number: 602-865-1527

E-mail Address: jocquese@azjustice.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

CARLOS A. BROWN DBA: CARLOS BROWN LAW, PLLC, 207 N. GILBERT RD., STE. 001, GILBERT, AZ 85234

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000001550
Telephone Number:	480-788-3131
Fax Number:	N/A
E-mail Address:	info@carlosbrownlaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

GAGIC LAW, PLLC, VLADMIIR GAGIC, 40 N. CENTRAL AVE., STE. 1400, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VC0000010365**

Telephone Number: 602-955-1985

Fax Number: N/A

E-mail Address: vlad@defendaz.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

LAW OFFICE OF D.M. GODLEY, 2942 N. 24TH ST., STE. 107, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VC0000004381**

Telephone Number: **602-697-6393**

Fax Number: **N/A**

E-mail Address: **dmg@godleylawaz.com**

Contract Period: **To cover the period ending July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

CG LAW, PLLC, 420 W. ROOSEVELT ST., PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VC0000004517**

Telephone Number: 480-202-1591

Fax Number: N/A

E-mail Address: CGLAWPLLCC@GMAIL.COM

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

GRONSKI LAW FIRM, P.C., P.O. BOX 47320, PHOENIX, AZ 85068

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NET-30 NO TERMS**

Vendor Number: **2011006946-0 VS0000001603**

Telephone Number: 602-284-9968

Fax Number: N/A

E-mail Address: gronskilaw@gmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

BARBARA L HULL, 77 E. COLUMBUS, STE. 201, PHOENIX, AZ 85012

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000001553
Telephone Number:	602-412-5800
Fax Number:	N/A
E-mail Address:	barbarahulllaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

LAW OFFICE OF KIRK LEWIS, 2266 S DOBSON RD STE 240, MESA, AZ 85202

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000010649
Telephone Number:	480-331-3001
Fax Number:	480/550-9565
E-mail Address:	Kirk@kirklewislaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

**VENDOR ASSIGNED FROM BROWN, NAEGLE, CRIDER & JENSEN, LLC AND
ADDED BY MARICOPA COUNTY EFFECTIVE IMMEDIATELY**

FALDUTO LAW FIRM, PLLC, 1705 E. ELMWOOD STREET, MESA, AZ 85203

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000001661
Telephone Number:	602-510-8042
Fax Number:	N/A
E-mail Address:	bobbi.falduto.law@outlook.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

LOYD CHESTER TATE, 1921 S. ALMA SCHOOL ROAD STE. 304, MESA, AZ 85210

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000001557
Telephone Number:	480-345-1400
Fax Number:	N/A
E-mail Address:	loydtatelaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

JOSEPH MICHAEL TRAHER, 2601 N. 16TH STREET, PHOENIX, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NET-30 NO TERMS
Vendor Number:	2011006946-0 VS0000000341
Telephone Number:	602-340-0450
Fax Number:	N/A
E-mail Address:	miketraher@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

GARY BEVILACQUA, PLLC, P.O. BOX 25584, TEMPE, AZ 85285

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000002081
Telephone Number:	480/820-4058
Fax Number:	480/820-4058
E-mail Address:	gjbevillaw@cox.net
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 03/15/18

LAW OFFICE OF TAMARA BROOKS PRIMERA, PLC, 4295 N. 75TH STREET SCOTTSDALE, AZ 85251
7272 E INDIAN SCHOOL RD SUITE 203

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000005075
Telephone Number:	480/990-1901
Fax Number:	480/481-9021
E-mail Address:	attyprimera@yahoo.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 03/15/18

**VERNON E LORENZ DBA: LORENZ LAW FIRM PC, 2030 W. BASELINE RD SUITE 182-333,
PHOENIX, AZ 85041**

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000010464
Telephone Number:	480/217-4001
E-mail Address:	vloatty@yahoo.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 03/15/18

LAW OFFICE OF TERRY BUBLIK PLLC, 7530 E. CANNON DRIVE, SCOTTSDALE, AZ 85258

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: **NO TERMS**

Vendor Number: VS0000002044

Telephone Number: 602/290-7025

E-mail Address: terrybublik@gmail.com

Contract Period: To cover the period ending **July 31, 2019 2029.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 09/06/18

TRAUTMAN DUPONT PLC, P.O. BOX, PHOENIX, AZ 85001

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000001062
Telephone Number:	602/770-8942
E-mail Address:	dupontlaw333@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 09/06/18

**FAUSSETTE & FAUSSETTE, PLLC, (JACOB FAUSSETTE) 45 W. JEFFERSON STREET, STE. 501,
PHOENIX, AZ 85003**

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000001348
Contact:	Jacob Faussette
Telephone Number:	602-466-1697
E-mail Address:	faussettelaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

SHANNON R. ALLEN (BRIAN FOUTZ), 207 N. GILBERT ROAD, STE. 001, GILBERT, AZ 85234

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000002917
Contact:	Brian Foutz
Telephone Number:	602-803-8749
E-mail Address:	brian@allenfoutz.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

**STEPHEN SANTOS GARCIA DBA: GARCIA LAW, PLLC, 40 N. CENTRAL AVE., SUITE 2300,
PHOENIX, AZ 85004**
20860 N. TATUM BLVD., STE. 180, PHOENIX, AZ – 85050

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003005
Contact:	Stephen Garcia
Telephone Number:	602-753-5593
E-mail Address:	steve@stevegarcialaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

ORTEGA & ORTEGA, PLLC, 7227 N. 16TH STREET, STE. 219, PHOENIX, AZ 85020

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000004414
Contact:	Alane Ortega
Telephone Number:	602-368-1074
E-mail Address:	alane@ortegalawyers.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

ADAM SUSSER, 4960 S. GILBERT ROAD, STE. 1-172, CHANDLER, AZ 85249

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003021
Contact:	Adam Susser
Telephone Number:	480-498-2854
E-mail Address:	adam@susserlawaz.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

THE BIDWILL LAW FIRM PLLC, (JOSEPHINE BIDWILL) P.O. BOX 25107, PHOENIX, AZ 85002

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000010178
Contact:	Josephine Bidwill
Telephone Number:	602-254-5544
E-mail Address:	josephine@bidwillfirm.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

KATIA MEHU DBA: LAW OFFICE OF KATIA MEHU, P.O. BOX 17787, PHOENIX, AZ 85011

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000001126
Contact:	Katia Mehu
Telephone Number:	602-284-7643
E-mail Address:	katiamehu@mehulaw.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

STORRS LAW FIRM PLLC, 1421 E. THOMAS ROAD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000009211
Contact:	Zachary Storrs
Telephone Number:	480-231-0126
E-mail Address:	zach.storrs@storrslawfirm.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

**HENAGER LAW FIRM PLLC DBA THOMAS JOHN HENAGER 1334 WEST SELLS DRIVE
PHOENIX, AZ 85013**

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003183
Contact:	Thomas Henager
Telephone Number:	602-349-5991
E-mail Address:	Thomas.henager@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 12/20/18

THE LAW OFFICES OF MICHAEL ZIEMBA DBA: MICHAEL RICHARD ZIEMBA 1830 EAST ERIE STREET GILBERT, AZ 85295
~~MICHAEL RICARD ZIEMBA DBA THE LAW OFFICES OF MICHAEL ZIEMBA~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003184
Contact:	Michael R. Ziemba
Telephone Number:	602-616-1797
E-mail Address:	michaelziemba@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029 .

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 12/20/18

THE LAW OFFICES OF RAMAI L. ALVAREZ 9325 W. PURDUE AVE PEORIA, AZ 85345

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003432
Contact:	Ramai Alvarez
Telephone Number:	587-577-6140
E-mail Address:	ramaialvarez@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 03/28/19

**JERALD J SCHRECK DBA SCHRECK LAW FIRM 3734 EAST CAT BALUE DRIVE, PHOENIX, AZ
85050**

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000003563
Contact:	Jerald J. Schreck
Telephone Number:	602-370-3262
E-mail Address:	jschrecklaw@gmail.com
Contract Period:	To cover the period ending July 31, 2019 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 05/02/2019

STEPHEN CRAWFORD DBA THE LAW OFFICE OF STEPHEN L. CRAWFORD PLLC, 2942 N. 24TH ST SUITE 114, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000000639
Contact:	Stephen Crawford
Telephone Number:	602/424-7440
E-mail Address:	lawslc4@gmail.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/18/2020

MARK JEFFREY ANDERSEN DBA LAW OFFICES OF MARK J. ANDERSEN, PLC, 505 WA RAY RD. SUITE2, CHANDLER, AZ 85225

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000004495
Contact:	Mark Andersen
Telephone Number:	180/201-1791
E-mail Address:	mark@andersenlawaz.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/18/2020

GURION LEGAL GROUP PLLC, 4323 N 12TH ST. SUITE 101, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000004480
Contact:	Omer Gurion
Telephone Number:	480/800-0020
E-mail Address:	omer@gurionlegal.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/18/2020

EDWIN ALBERTO MOLINA, 7301 N 16TH ST SUITE 102, PHOENIX, AZ 85020

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000002958
Contact:	Edwin Molina
Telephone Number:	602/718-1249
E-mail Address:	edwin@molinalawgroup.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/18/2020

BERNARD LAW OFFICE (BERNARD GILL), 4507 NORTH 18TH AVENUE, PHOENIX, AZ 85015

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000005911
Contact:	Bernard Gill
Telephone Number:	480-543-8417
E-mail Address:	gill@bernardlawaz.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

CARLTON OLIVERSON & HUSS (JEREMY HUSS), 8631 SOUTH PRIEST DRIVE TEMPE, AZ 85284

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000003609
Contact:	Jeremy Lee Huss
Telephone Number:	480-824-8614
E-mail Address:	jeremy@yourarizonalegalteam.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

LELLI & ASSOCIATES, PLLC DBA LELLI LAW FIRM (DEBORAH LELLI), 1640 EAST BETHANY HOME ROAD, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000005913
Contact:	Debora Lelli
Telephone Number:	602-456-1427
E-mail Address:	dlelli@lellilawfirm.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

RICHARD SCHERB, ATTORNEY P.C, P.O. BOX 93235, PHOENIX, AZ 85070

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000005914
Contact:	Richard Scherb
Telephone Number:	602-8884260
E-mail Address:	dickscherb@lawpsy.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

ROTHMAN LAW (MICHAEL ROTHMAN) 3241 EAST SHEA BLVD. SUITE 218 PHOENIX, AZ 85028

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VS0000005490
Contact:	Michael Rothman, Kristen Rothman
Telephone Number:	602-427-2335
E-mail Address:	kristen@rothmanlawaz.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

**WARNOCK MACKINLAY LAW PLLC (ANTHONY RAMIREZ) 7135 E CAMELBACK RD STE F240
SCOTTSDALE, AZ 85251-1287**

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms:	NO TERMS
Vendor Number:	VC0000010825
Contact:	Anthony Ramirez
Telephone Number:	602-595-2545
E-mail Address:	aramirez@warnocklaw.com
Contract Period:	To cover the period ending July 31, 2029.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 06/10/2021

GLENN A. ALLEN, 1408 W. CAMELBACK RD., STE B 3300 N CENTRAL AVE, SUITE #650, PHOENIX, AZ 85013

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000005398 X VC0000006018

Telephone Number: _____ 602/975 1229 602 274 0388

Fax Number: _____ 602/237 5404

E-mail Address: _____ glenn@allentunac.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

AMIRI LAW OFFICE, PLLC., 2942 N. 24TH ST, SUITE #114, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000007413 X VC0000002062

Telephone Number: _____ 602/258 0499

Fax Number: _____ 602/253 3103

Contact Person: _____ Shab Amiri

E-mail Address: _____ shabamiri@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

THERESA M. ARMENDAREZ, P.O. BOX 2174, MANTEO, NC 27954
3219 E. CAMELBACK RD., SUITE #828, PHOENIX, AZ 85018

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000005324 X VC0000005080

Telephone Number: _____ 602/274 7238 252 548 9842

E-mail Address: _____ Theresa.Armendarez@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ZUBAIR ASLAMY, 7931 E. SAN MIGUEL AVE. UNIT B, SCOTTSDALE, AZ 85250

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000008315 X VC0000004998

Telephone Number: _____ 480/968 8700 480 414 5140

Fax Number: _____ 480/968 8702

E-mail Address: _____ zaslamy@aslamlaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

MICHAEL G. BAILEY, 8110 E. CACTUS ROAD, SUITE #100, SCOTTSDALE, AZ 85260

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000014603 X VC0000001350

Telephone Number: _____ 480/368 5511

Fax Number: _____ 480/368 5522

E-mail Address: _____ mike@baileylawple.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE BRANDI OKRASINSKI 9484 E HIDDEN SPUR TR SCOTTSDALE, AZ 85255
BRANDI J. BEOUGHNER, 9484 E. HIDDEN SPUR TR., SCOTTSDALE, AZ 85255
10115 E. BELL RD, STE 107 #116, SCOTTSDALE, AZ 85260
1928 E. HIGHLAND, SUITE #F104 508, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004171 X VC0000001796

Telephone Number: _____ 602/393 4759 602 510 0954

Fax Number: _____ 602/307 5608

E mail Address: _____ brandib_az99@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JUSTIN BERESKY, 1421 E. THOMAS RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004244 X VC0000004872

Telephone Number: _____ 602/200-8183

Fax Number: _____ 602/200-8173

E-mail Address: _____ justinberesky@qwest.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~BRIAN L. BORRELLI, 3260 N. HAYDEN RD., STE. 210, SCOTTSDALE, AZ 85251
2828 N. CENTRAL AVE, SUITE #890, PHOENIX, AZ 85004~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERM

Vendor Number: _____ W000010363 X VC0000001611

Telephone Number: _____ 602/258 1850

Fax Number: _____ 602/467 3008

E-mail Address: _____ brian@borrellilawoffice.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE OF JIMMY BORUNDA, 24 S 30TH AVENUE, PHOENIX, AZ 85009

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010447 X VC0000005059

Telephone Number: _____ 602/272-0379

E mail Address: _____ Jimmy.Borunda@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~DAVID P. BRAUN, PO BOX 189, HIGLEY, AZ 85236
505 W. RAY ROAD SUITE #2, CHANDLER, AZ 85225
2487 S. GILBERT RD, SUITE #104 491, GILBERT, AZ~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000009367 X VC0000001371

Telephone Number: _____ 520/245 5649 480 656 4403

E-mail Address: _____ max4858@hotmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~NATHANIEL CARR, 3520 E FEATHER AVE, GILBERT, AZ 85234
649 N. 4TH AVE, PHOENIX, AZ 85003~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004992 X VC0000005638

Telephone Number: _____ 602/606 4686

E mail Address: _____ cartron@aol.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

RODRICK S. CARTER, 11 W. JEFFERSON, STE 501, PHOENIX, AZ 85003
649 N. 4TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004566 X VC0000008614

Telephone Number: _____ 602/606 4660

Fax Number: _____ 602/294 9289

E-mail Address: _____ Rodrick.Carter@azbar.org rodrickecarter@msn.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JULIA CASSELS ATTORNEY AT LAW, 125 N. 2ND STREET, STE 110 653, PHOENIX, AZ 85004
CENTRAL AVE, SUITE 170 235, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000006455 X VC0000004807

Telephone Number: _____ 480/216 8329

Fax Number: _____ 480/323 2890

E-mail Address: _____ juliabethcassels@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

TAMIKA Cheatham WOOTEN, 6751 N. SUNSET BLVD, SUITE #320, GLENDALE, AZ 85305

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000012656 X VC0000005612

Telephone Number: _____ 623/414 4523

E mail Address: _____ msteheatham@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

KAREN CLARK, 520 E. PORTLAND AVENUE, SUITE #200, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000011524 X VC0000005112

Telephone Number: _____ 602/614-9326

Fax Number: _____ 602/258-1377

E-mail Address: _____ ke@adamsclark.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~BRANDON NELSON COTTO, PC, 2601 N. 16TH STREET, PHOENIX, AZ 85006
ONE RENAISSANCE SQUARE, 2 N. CENTRAL AVE, SUITE 735, PHOENIX, AZ 85004~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000300 X VC0000001804

Telephone Number: _____ 480/620 7324

E-mail Address: _____ azattorneybc@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

MARVIN LARON DAVIS, 3800 N. CENTRAL AVE., STE 770, PHOENIX, AZ 85012
2828 N. CENTRAL AVE., SUITE #890, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010371 X VC0000005271

Telephone Number: _____ 602/258 1864

Fax Number: _____ 602/258 2488

E-mail Address: _____ Marvin.Davis@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

PAMELA J. EATON, 4158 W. BERYL AVE, PHOENIX, AZ 85051

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010061 X VC0000005095

Telephone Number: _____ 623/934-2655

E mail Address: _____ pam753@qwest.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

DAVID EISENBERG, 331 N. 1ST AVE, SUITE #108, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000003519 X VC0000001303

Telephone Number: _____ 602/996-7548

Fax Number: _____ 602/996-0202

E-mail Address: _____ rideapaso@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

RACHELLE S. FERRARO LAW OFFICE, 1421 E. THOMAS RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015137 X VC0000002618

Telephone Number: _____ 602/795-0770

Fax Number: _____ 602/795-0351

E-mail Address: _____ rachelle@ferrarolawaz.com

Contract Period: _____ To cover the period ending **July 31, 2019.**

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

GEOFFREY FISH, 1421 E THOMAS, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004243 X VC0000006004

Telephone Number: _____ 602/200-8183

Fax Number: _____ 602/200-8176

E-mail Address: _____ Geoffrey.Fish@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

BLAINE D. GADOW, 8110 E. CACTUS RD, SUITE #100, SCOTTSDALE, AZ 85260

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000014479 X VC0000004544

Telephone Number: _____ 602/316-4060

E mail Address: _____ dulawaz@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~ROBERT GAFFNEY, 36311 DETROIT RD., STE 205, AVON, OH 44011
7135 E. Camelback Rd, Suite #230, Scottsdale, AZ 85251~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010354 X VC0000001592

Telephone Number: _____ 480/338 7359 553 6360

Fax Number: _____ 480/471 8907 945 9400

E-mail Address: _____ Robert.Gaffney@azbar.org

Contract Period: _____ To cover the period ending **July 31, 2019.**

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JAIME P. GARCIA, 2710 S RURAL RD, TEMPE, AZ 85282
1001 N. CENTRAL AVE, SUITE #600, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015128 X VC0000005961

Telephone Number: _____ 602/253 5996 480 829 1166

Fax Number: _____ 602/716 7621

E-mail Address: _____ jpg_alcantarlaw@qwestoffice.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE OF YANCEY GARNER, 2617 E. BEVERLY RD., PHOENIX, AZ 85042
6042 E. THUNDERBIRD RD, SCOTTSDALE, AZ 85254

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000014456 X VC0000002712

Telephone Number: _____ 602/369 7100

E mail Address: _____ ygarner@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

GERALD T. GAVIN LAWYER, 2733 N. POWER ROAD, STE. 102 PMB. 426, MESA, AZ 85006
2000 N. 7TH STREET, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000369 X W000000639 X VC0000005256

Telephone Number: _____ 480/233 6038

Fax Number: _____ 602/252 1724

E-mail Address: _____ shamrockshark@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE RICHARD D. GIERLOFF, 45 W JEFFERSON, SUITE #412, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000006967 X VC0000001931

Telephone Number: _____ 602/254-8861

Fax Number: _____ 602/254-9310

E-mail Address: _____ richard@aztrialattorney.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~RENA P. GLITSOS, PO BOX 36263 STE 4005, PHOENIX, AZ 85067~~
~~111 W. MONROE STREET, SUITE #1216, PHOENIX, AZ 85003~~

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000001608 X VC0000005191

Telephone Number: _____ 602/528 0882

Fax Number: _____ 602/252 1724

E-mail Address: _____ rglitsos@juno.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

DAVID GOLDBERG ATTORNEY AT LAY, P.O. BOX 608, FORT COLLINS, CO 80522

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000009369 X VC0000001587

Telephone Number: _____ 928/779 7171

Fax Number: _____ 928/779 7171

E-mail Address: _____ beardog1960@msn.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

YVETTE C. GRAY ATTORNEY AT LAW, 330 N. 2ND AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010344 x VC0000005522

Telephone Number: _____ 480/628-5531

Fax Number: _____ 480/656-5387

E-mail Address: _____ yegray@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JOEY HAMBY, PC, 45 W. JEFFERSON, SUITE #210, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004575 X VC0000008583

Telephone Number: _____ 602/279-2437

Fax Number: _____ 602/296-0115

E-mail Address: _____ Joey.Hamby@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE OF MELODY HARMON, 120 W. OSBORN STE A, PHOENIX, AZ 85013
2942 N. 24th Street, Suite 114, Phoenix, AZ 85016

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000014388 X VC0000005528

Telephone Number: _____ 480/516 6940

Fax Number: _____ 602/424 5757

E-mail Address: _____ mharmonlaw@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

V. TYLER HARRISON, 7970 E. CAMELBACK RD, SUITE 707, SCOTTSDALE, AZ 85251

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015077 X VC0000005854

Telephone Number: _____ 602/561-3102

Fax Number: _____ 480/993-4980

E-mail Address: _____ tylerhaz@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~THE HERNACKI LAW OFFICE PLLC, 5045 W. BASELINE RD., STE A 105 625, LAVEEN, AZ 85339
Daniel J. Hernacki, 111 W. Monroe Street Suite 320, Phoenix, AZ 85003
6751 N. Sunset Blvd., Ste 320, Glendale, AZ 85305~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011005719 0 W000015151 X VC0000004636

Telephone Number: _____ 602/206 2527 2537

E-mail Address: _____ hernacki2004@gmail.com dan@jbiplaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JAIME HINDMARCH, 1421 E. THOMAS RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000003994 X VC0000004922

Telephone Number: _____ 602/254 3839

Fax Number: _____ 602/254 2043

E-mail Address: _____ jhindmarch@qwest.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

PAUL E. KNOT ATTORNEY AT LAW, 9371 W VAN BUREN ST, TOLLESON, AZ 85353

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000007486 X VC0000004772

Telephone Number: _____ 623/936-1901

Fax Number: _____ 623/907-4081

E-mail Address: _____ pknot@mac.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~ADRIAN LITTLE, 2151 E. BROADWAY RD., STE. 116, TEMPE, AZ 85282~~
~~950 W. Elliot Rd., Suite 107, Tempe, AZ 85284~~
~~3115 South Price Road, Chandler, AZ 85248~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000011969 X VC0000002420

Telephone Number: _____ 480/299 2093

E-mail Address: _____ brownandlittle@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

EDWARD MALDONADO, P.O. BOX 33335, PHOENIX, AZ 85067

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015153 X VC0000005890

Telephone Number: _____ 602/449-1457

Fax Number: _____ 602/357-4962

E-mail Address: _____ ed.maldonado@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ROGER T. MARGOLIS, 8502 E. ROANOKE AVE, SUITE 1, SCOTTSDALE, AZ 85257

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004056 X VC0000001685

Telephone Number: _____ 480/510-1519

Fax Number: _____ 480/421-2488

E-mail Address: _____ rtmsaz@aol.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

WENDY L. MAYS LAW OFFICE PLLC, 2601 N. 16TH ST., PHOENIX, AZ 85006
P.O. Box 1435 1938, Litchfield Park, AZ 85340

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000009544 X VC0000005582

Telephone Number: _____ 623/236 8938 603 266 6299

Fax Number: _____ 623/236 9043 602 357 4950

E-mail Address: _____ mayslawoffice@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JOHN W. MCBEE, 3104 E. CAMELBACK RD, PMB 851, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010426 X VC0000005099

Telephone Number: _____ 602/903-7710

Fax Number: _____ 602/532-7077

E-mail Address: _____ mcbee@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JOHN JUSTIN MCGUIRE, P.O. BOX 1209, PHOENIX, AZ 85001

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004280 X VC0000008143

Telephone Number: _____ 602/339-8787

Fax Number: _____ 602/237-1404

E-mail Address: _____ jmeguirelawoffice@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JAMES PARK, 111 W. MONROE STREET, SUITE 716, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000010427 X VC0000003453

Telephone Number: _____ 602/462-5700

Fax Number: _____ 602/253-7275

E-mail Address: _____ sun@parklaw.us

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

DAVID POWELL, 2340 W. RAY ROAD, SUITE 1, CHANDLER, AZ 85224

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000007666 X VC0000002082

Telephone Number: _____ 602/509-2193

E-mail Address: _____ dapowellatty@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~BRAD REINHART, 7540 W. WILLOW DR., TEMPE, AZ 85283
1421 E. Thomas Rd, Phoenix, AZ 85014~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004656 X VC0000003082

Telephone Number: _____ 602/248 7047 602 443 5604

Fax Number: _____ 602/248 0822

E-mail Address: _____ bradreinhard7974@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JUAN R. RIVERA, 8427 N. 17TH AVE, PHOENIX, AZ 85040

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004718 X VC0000001351

Telephone Number: _____ 602/906-1808

Fax Number: _____ 602/906-1808

E-mail Address: _____ supershys@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JAY ROCK, 7540 S. WILLOW DR., TEMPE, AZ 85283
301 W. MOHAVE ST., SUITE B, PHOENIX, AZ 85003
1421 E. THOMAS RD, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004659 X VC0000004812

Telephone Number: _____ 602/509 3645

Fax Number: _____ 602/248 0822

E-mail Address: _____ jayaroek@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICES OF JOHN ROCK PC, TWO N. CENTRAL AVE., STE 735, PHOENIX, AZ 85004
45 W. Jefferson, Suite 201, Phoenix, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004672 X VC0000001807

Telephone Number: _____ 602/694 5070

Fax Number: _____ 602/462 1500

E-mail Address: _____ johnrock@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ELIZABETH SAWYER, 7509 E. 1ST STREET, SCOTTSDALE, AZ 85251

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015037 X VC0000002356

Telephone Number: _____ 480/945-1800

Fax Number: _____ 480/945-9594

E-mail Address: _____ esawyer@esawyerlaw.com

Contract Period: _____ To cover the period ending **July 31, 2019.**

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

CHRISTINA SCOTT, 14208 W. EVANS DR., SURPRISE, AZ 85379
P.O. BOX 8373, SURPRISE, AZ 85374

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000012117 X VC0000001079

Telephone Number: _____ 602/690 0261

E-mail Address: _____ cmrscott09@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LISA A. SHANNON, 520 EAST PORTLAND ST., PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000009833 X VC0000003224

Telephone Number: _____ 602/253 4150

Fax Number: _____ 602/258 4645

E-mail Address: _____ Lisa.Shannon@shannonlawaz.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ROBERT S. SHIPMAN, P.O. BOX 65431, PHOENIX, AZ 85082

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015144 X VC0000004012

Telephone Number: _____ 602/617-4589

E mail Address: _____ Robert.Shipman@azbar.org

Contract Period: _____ To cover the period ending **July 31, 2019.**

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

E. SHARON STORRS, 1421 E. THOMAS RD., PHOENIX, AZ 85014
45 W. JEFFERSON ST., SUITE 803, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000627 X VC0000003448

Telephone Number: _____ 602/258 4545

Fax Number: _____ 602/258 3693

E-mail Address: _____ rlstorrspe@netzero.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ROBERT L. STORRS, PC, 1421 E. THOMAS RD., PHOENIX, AZ 85014
45 W JEFFERSON ST., SUITE #803, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000626 X VC0000005243

Telephone Number: _____ 602-258-4545

Fax Number: _____ 602-258-3693

E-mail Address: _____ rlstorrspe@netzero.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

DIANNE N. SULLIVAN, 777 E. THOMAS RD., SUITE 210, PHOENIX, AZ 85014
1201 S. ALMA SCHOOL RD, SUITE 12750, MESA, AZ 85210

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000006862 X VC0000001604

Telephone Number: _____ 480 284 8740 602 548 4600

Fax Number: _____ 480 659 6381 602 548 4601

E-mail Address: _____ dianne@yourazattorney.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ALDON G. TERPSTRA, 324 W. WILLETTA ST., PHOENIX, AZ 85003
P.O. Box 946, Laveen, AZ 85339

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004720 X VC0000003655

Telephone Number: _____ 602 237 2812

Fax Number: _____ 602 237 3876

E-mail Address: _____ agterpstra@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LEO R. VALVERDE, 649 N. 4TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004160 X VC0000004188

Telephone Number: _____ 602-288-2301

Fax Number: _____ 602-294-9289

E-mail Address: _____ leo.valverde@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ROBERT P VENTRELLA, P.O. BOX 72656, PHOENIX, AZ 85050

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015154 X VC0000005172

Telephone Number: _____ 623-703-9607

E-mail Address: _____ rpvag@msn.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~THE WALLIN LAW FIRM, PLLC, 1951 W CAMELBACK RD, STE 210, PHOENIX, AZ 85015
D. STEPHEN WALLIN, 7324 W. SUPERIOR AVE, PHOENIX, AZ 85043~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000576 X VC0000004237

Telephone Number: _____ 623 326 7716 602 254 2300

E mail Address: _____ stevewallin@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

MICHAEL WALTON, 300 W. WILLETTA ST., #21, PHOENIX, AZ 85003
45 W. JEFFERSON ST., SUITE 201, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004253 X VC0000001809

Telephone Number: _____ 602 254 9500

Fax Number: _____ 602 462 1500

E-mail Address: _____ mwalton@waltonlawoffices.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~CHRISTOPHER WINCHELL ATTORNEY, PO BOX 25006 66418, PHOENIX, AZ 85002
60 E. Rio Salado Pkwy., Suite 900, Tempe, AZ 85281
40 N. Central Ave, Suite 1400, Phoenix, AZ 85004~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000007920 X VC0000003235

Telephone Number: _____ 480 917 9977 480 240 1329

Fax Number: _____ 480 240 1329

E-mail Address: _____ attorney@win-law.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

MICHELLE CARSON, 420 W ROOSEVELT ST, STE 203, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011000232 0 VC0000003133

Telephone Number: _____ 602-795-4577

Fax Number: _____

E-mail Address: _____ carsonlawaz@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

THE LAW OFFICES OF R.C. WHITEHEAD PLLC, 420 W. ROOSEVELT, STE 205, PHOENIX, AZ 85003
3740 W. CARIBBEAN LANE, PHOENIX, AZ 85053

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011000922 0 VC0000004136

Telephone Number: _____ 602 919 9009 258 6800

Fax Number: _____

E-mail Address: _____ chuck@rewhiteheadlaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

LAW OFFICE OF AARON M. BLACK, 3219 E CAMELBACK RD, #537, PHOENIX, AZ 85018

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011000926-0 VC0000004134

Telephone Number: _____ 480-729-1683

Fax Number: _____

E-mail Address: _____ aaron@aaronblacklaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

MARCUS FINEFROCK, PO BOX 70, SCOTTSDALE, AZ 85252

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011004714 0 VC0000003013

Telephone Number: _____ 480 584 9244 4886

Fax Number: _____ 480 584 4887

E-mail Address: _____ incoming@finefroeklawfirm.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 04/10/14

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

BEAM LAW, PLC., 60 E. RIO SALADO PKY. STE. 900, TEMPE, AZ 85281

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011006946 0 VC0000003676

Telephone Number: _____ 734-678-6156

Fax Number: _____ N/A

E-mail Address: _____ HHBEAM@YAHOO.COM

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ALEXANDER S. BENEZRA, PLLC, 2601 N. 16TH ST., PHOENIX, AZ 85006

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011006946 0 VS0000001548

Telephone Number: _____ 602-456-1230

Fax Number: _____ N/A

E-mail Address: _____ alex@benezralawaz.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

ROWLEY LONG & SIMMONS, MATTHEW S. LONG, 3707 E. SOUTHERN AVE., STE. 1103, MESA AZ
85206

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011006946 0 VS0000001668

Telephone Number: _____ 480 447 0239

Fax Number: _____ N/A

E-mail Address: _____ matt@votslaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

JAZMIN J. ALAGHA DBA: ALAGHA LAW PLLC, 2700 N. CENTRAL AVENUE, STE. 800, PHOENIX, AZ
85004

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NO TERMS

Vendor Number: _____ VS0000003002

Contact: _____ Jazmin Alagha

Telephone Number: _____ 480 744 5823

E-mail Address: _____ jazmin@alaghalaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 10/10/18

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

THOMAS A GORMAN, 300 APACHE TRL, SEDONA, AZ 86336
P.O. BOX 1909, SEDONA, AZ 86339

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004252 X VC0000003460

Telephone Number: _____ 928/863 0900

Fax Number: _____ 928/282 0650

E-mail Address: _____ lawyergorman@aol.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFFECTIVE 08/01/19

~~HARLA DAVISON LAW FIRM PLLC, 1726 NORTH 7ST STREET, PHOENIX, AZ 85006
2025 N 3RD ST., STE. 155, PHOENIX, AZ 85004
7858 W. HEARN RD, PEORIA, AZ 85381~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000011285 X VC0000005227

Telephone Number: _____ 623/570 4893

E-mail Address: _____ harlaw1@hotmail.com

Contract Period: _____ To cover the period ending July 31, 2019 2029.

Terminated July 31, 2019

STEVE FULLER, 29842 N. LITTLE LEAF DRIVE, QUEEN CREEK, AZ 85243

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000015002 X

Telephone Number: _____ 480/227 1676

E-mail Address: _____ stevejfuller@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED JULY 06, 2016

HUMBERTO B. ROSALES, ESQ., 1001 N. CENTRAL AVE, SUITE 660, PHOENIX, AZ 85004

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000004218 X VC0000005282

Telephone Number: _____ 602/254 4455

Fax Number: _____ 602/716 9621

E-mail Address: _____ humberto@qwest.net

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLED 05/04/17

JAVIER SEDILLO, 4000 N. 7TH STREET, SUITE 120, PHOENIX, AZ 85014

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30

Vendor Number: _____ W000009777 X

Telephone Number: _____ 602/279 4455

Fax Number: _____ 602/265 6480

E-mail Address: _____ xsedillo@yahoo.com

Contract Period: _____ To cover the period ending July 31, 2019.

**VENDOR CANCELLED FROM CONTRACT BY MARICOPA COUNTY EFFECTIVE
04/10/14**

~~EDWARD J. SUSEE, 1942 E. FREMONT DRIVE, TEMPE, AZ 85282~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30

Vendor Number: _____ W000004363 X

Telephone Number: _____ 480 345 0777

Fax Number: _____ 480 649 0097

E-mail Address: _____ esuseelaw@earthlink.net

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED 04/15/2016

DOUGLAS S. YOUNGLOVE, P.O. BOX 10766, PHOENIX, AZ 85064

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30

Vendor Number: _____ W000009988 X

Telephone Number: _____ 602-434-2623

Fax Number: _____ 602-283-4019

E-mail Address: _____ d.s.younglove@att.net

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLATION EFFECTIVE SEPTEMBER 13, 2012

ARJA SHAH, 620 W JACKSON ST, PHOENIX, AZ 85003

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30

Vendor Number: _____ 2011003847 0

Telephone Number: _____ 480 619 0696

Fax Number: _____

E mail Address: _____ arjashah@hotmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 02/06/14

REMOVED FROM CONTRACT EFF. 11/14/14

BROWN, NAEGLE, CRIDER & JENSEN, LLC, 3850 E. BASELINE RD., STE. 111, MESA, AZ 85206

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ 2011006946-0 VS0000001551

Telephone Number: _____ 480 378 9000

Fax Number: _____ N/A

E-mail Address: _____ kirk@bncjlaw.com

Contract Period: _____ To cover the period ending July 31, 2019.

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE 08/10/2017

Replace with Law Office of Kirk Lewis

JOHN M. RHUDE, 9210 W. UNION HILLS DRIVE, SUITE 102, PEORIA, AZ 85382

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30

Vendor Number: _____ W000007281 X

Telephone Number: _____ 623/975 3351

E-mail Address: _____ rhudej@corsorhude.com

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLATION EFFECTIVE AUGUST 01, 2012

JANELLE A LAW OFFICE OF MCEACHERN LLC, P.O. BOX 1974, CHANDLER, AZ 85244

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000000690 X 2011004201 0 2011000321 0 VC0000006286

Telephone Number: _____ 480/899 4115 329 9957 480 899 4115

Contact Person: _____ Joyce McEachern

Fax Number: _____ 480/812 1085

E-mail Address: _____ Janelle.Mceachern@azbar.org

Contract Period: _____ To cover the period ending July 31, 2019.

CANCELLED EFF. SEPTEMBER 20, 2018

GUY F. BROWN, 2398 E. CAMELBACK ROAD, SUITE 210, PHOENIX, AZ 85016
2375 E. CAMELBACK RD, SUITE 500, PHOENIX, AZ 85016

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000011551 X VC0000002610

Telephone Number: _____ 602 799 9362

E-mail Address: _____ gfb@cox.net

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLED 05/04/17

RANDALL CALLENDER, P.O. BOX 37573, PHOENIX, AZ 85069

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30

Vendor Number: _____ W000014114 X

Telephone Number: _____ 602/717-8920

Fax Number: _____ 602/532-7257

E-mail Address: _____ randall@randallcallender.com

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLATION EFFECTIVE JULY 28, 2009

CHRISTOPHER CORSO, 9210 W. UNION HILLS DRIVE, PEORIA, AZ 85382

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30

Vendor Number: _____ W000010972 X

Telephone Number: _____ 623/975-3351

Fax Number: _____ 623/792-7433

E-mail Address: _____ corsoc@corsorhude.com

Contract Period: _____ To cover the period ending July 31, 2019.

CONTRACT CANCELLATION EFFECTIVE AUGUST 01, 2012

MARIA GONZALEZ, 290 W. CHANDLER HEIGHTS RD., STE 1, CHANDLER, AZ 85248
P.O. BOX 11986, CHANDLER, AZ 85249

PRICING SHEET NIGP CODES: 96149

Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.

Terms: _____ NET 30

Vendor Number: _____ W000014124 X W000015124 X

Telephone Number: _____ 480/206 4558

Fax Number: _____ 480/275 7110

E-mail Address: _____ thegonzalezlawfirm@gmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

REMOVED FROM CONTRACT EFF. 04/26/15

~~CEDRIC THE HOPKINS LAW OFFICE PC, 10645 N. ORACLE RD., 121-145, TUCSON, AZ 85737
1830 E. Broadway Blvd, Suite 227, Tucson, AZ 85719~~

PRICING SHEET NIGP CODES: 96149

~~Contract award is made to the provider listed above. This contract award does not “assign” any specialty area of practice, or the court location the service(s) shall be provided to. Determination of assignments regarding “specialty area of practice” and court locations shall be determined by the Office of Public Defense Services, based upon the contractor’s qualifications as presented to the Office of Public Defense Services.~~

Terms: _____ NET 30 NO TERMS

Vendor Number: _____ W000013387 X VC0000002495

Contact Person: _____ Cedric Hopkins

Telephone Number: _____ 520/867 6435

Fax Number: _____ 520/867 6509

E-mail Address: _____ objectionyourhonor@hotmail.com

Contract Period: _____ To cover the period ending July 31, 2019.

TERMINATED EFFECTIVE 10/21/2018

Exhibit 5

Mohave County Office of Indigent Defense Services



Blake E. Schritter
Indigent Defense Services Director

316 N.5th Street
P.O. Box 7000
Kingman, AZ 86402-7000

PHONE: (928) 753-0738
FAX: (928) 753-0721
E-MAIL IDS@mohavecounty.us

Mr. Jeffrey L. Sparks
Office of the Attorney General
2005 N. Central Ave.
Phoenix, AZ 85004

November 16, 2021

Mr. Sparks,

This letter is in response to your Public Records Request submitted to the Mohave County Manager's Office on August 9, 2021.

The hourly rate paid to court appointed attorneys to represent capital defendants is negotiated via a letter of engagement as outlined in the enclosed Mohave County Criminal Indigent Defense Attorney Services Solicitation (pgs. 4-5). Letters of engagement are applicable to capital cases at the trial and appellate levels. Post-Conviction Relief proceedings involving capital cases are typically assigned counsel via court order from the Arizona Supreme Court or the court with jurisdiction. I have reviewed our repository and, to the best of my knowledge, have attached the various letters of engagement for assignments/re-assignments of capital cases as well as included orders from the court appointing counsel and setting the rate for representation.

Thank you,

A handwritten signature in blue ink that reads "Blake E. Schritter". The signature is fluid and cursive, with a long horizontal flourish at the end.

Blake E. Schritter
Indigent Defense Services Director

Enclosures:

Mohave County Criminal Indigent Defense Attorney Services Solicitation
Capital Assignment and Rate Documents PDF (26 Pages)

Handwritten signature

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MOHAVE

NOV -5 AM 11:19

HONORABLE RICK A. WILLIAMS, JUDGE
DIVISION V
DATE: NOVEMBER 1, 2012

VALYNN DWELL
SUPERIOR COURT CLERK
*wap

ORDER

STATE OF ARIZONA,

Plaintiff,

vs.

FRANK W. ANDERSON,

Defendant.

NO. CR-96-865

The Court took the defendant's Request for Appointment of Co-Counsel under advisement following an October 9, 2012 Status Conference. The Court has considered the pleadings and arguments presented by counsel.

Counsel for the defendant was appointed by the Supreme Court of Arizona pursuant to Rule 6.8(d), A.R.Crim.P. He does not meet the qualifications of Rule 6.8(c)(2). Furthermore, the committee comment to this Rule cites American Bar Association Guideline 2.1 in recommending that co-counsel be appointed at all stages of capital litigation.

Counsel requests that Joey Hamby be appointed as co-counsel and avows that Mr. Hamby qualifies under Rule 6.8(c)(2). In light of the letter and intent of Rule 6.8, A.R.Crim.P., and good cause appearing,


IT IS ORDERED authorizing the appointment of Joey Hamby as co-counsel for the defendant.

IT IS FURTHER ORDERED that co-counsel shall be compensated at the rate of \$100.00 per hour plus reasonable costs incurred in the representation. If co-counsel's work hours exceed one hundred (100) hours, the Superior Court



shall review and approve additional reasonable fees and costs pursuant to A.R.S. § 13-4040(g).

DATED this 1st day of November, 2012.



Honorable Rick A. Williams
Judge of Superior Court

cc:

Mohave County Attorney
(Informational Copy)

Jeff Zick
Asst Attorney General

John Saccoman
Office of the State Capital
Post Conviction Defender

Joey Hamby
Hamby Law Firm
Co-Counsel for Defendant

Honorable Rick A. Williams
Division V

Mohave County

Office of Indigent Defense Services



P.O. Box 7000
Kingman, AZ 86402-7000
PHONE 928/753-0738
FAX 928/753-0721
E-MAIL IDS@mohavecounty.us

Blake E. Schritter
Indigent Defense Administrator

June 27, 2016

Ms. Julia Cassels
Attorney at Law
1710 E. Indian School Rd., Ste. 105
Phoenix, AZ 85016

Re: State v. Justin James Rector
CR-2014-01193

Ms. Cassels

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as second chair legal counsel for Mr. Justin James Rector in Mohave County Superior Court case CR-2014-01193. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$90.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation other than travel time. All billing entries pertaining to travel time will be billed at half your hourly rate, with lodging and travel arrangements made through the Office of Indigent Defense Services. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations are to be coordinated and paid through the Office of Indigent Defense Services. Likewise, all air travel should also be coordinated through the office of Indigent Defense Services.

To the extent that you require investigative, mitigation, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office. Should your requests exceed \$2500.00, please file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

In regards to the role of first chair legal counsel, Mr. Gerald Gavin has been assigned by my office to service in this capacity. The Office of Indigent Defense Services has the final authority in determining the defense team including first chair, second chair, investigators, and mitigation specialists.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Justin James Rector in Mohave County Superior Court case CR-2014-01193

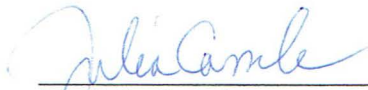
This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted

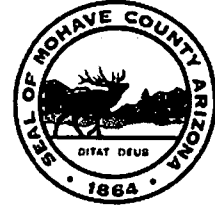


Ms. Julia Cassels
Attorney at Law
1710 E. Indian School Rd., Ste. 105
Phoenix, AZ 85016

7/5/2016
Date

Cc:
Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator

Mohave County Office of Indigent Defense Services



Blake E. Schritter
Indigent Defense Administrator

316 N.5th Street
P.O. Box 7000
Kingman, AZ 86402-7000

PHONE: (928) 753-0738
FAX: (928) 753-0721
E-MAIL IDS@mohavecounty.us

July 22, 2016

Mr. Michael S. Reeves
The Law Offices of Michael S. Reeves
1212 E. Osborn Rd.
Phoenix, AZ 85014

Re: State v. Darrell Bryant Ketchner
CR-2009-00715

Mr. Reeves,

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as first chair legal counsel for Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case as specified in *Arizona Rules of Criminal Procedure Rule 6.8* and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$125.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation including travel time within Arizona. All billing entries pertaining to travel time will be billed at the hourly rate specified above. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services (IDS). Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations and/or air travel are to be coordinated and paid through the Office of Indigent Defense Services.

To the extent that you require expert or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, IDS will approve up to \$2500.00 per felony case for expert or professional services. As anticipated, this case has exceeded the amount above. Therefore the need for additional expert or professional services will require you to file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

In regards to the defense team, IDS has the final authority in determining the assignment of second chair legal counsel, investigators, and mitigation specialists. The current team is comprised of the following:

Second Chair Legal Counsel: Mr. Christopher Flores
Law Offices of Christopher A. Flores
337 North 4th Ave.
Phoenix, AZ 85003-1505
Ph. 602-271-0070

Investigator: Mr. James Valdez
Investigative Professionals
6662 E. Tenby Dr.
Prescott Valley, AZ 86314
Ph. 928-515-2295

Mitigation Specialist: Ms. Anna Nelson
Nelson Mitigation
P.O. Box 10518
Prescott, AZ 86301
Ph. 928-899-0637

Upon acceptance of this case, please facilitate to meet with each of the parties above. Any concerns regarding continued representation and/or services provided by current members of the defense team must be brought to my attention immediately.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715.

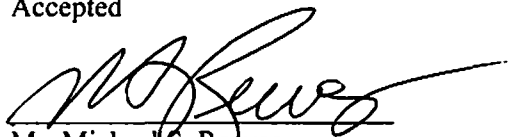
This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted



Mr. Michael S. Reeves
Attorney at Law
The Law Offices of Michael S. Reeves
1212 E. Osborn Road
Phoenix, AZ 85014

2/27/16
Date

Cc:
Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator

MICHAEL S. REEVES
Attorney at Law
1212 East Osborn
Phoenix, Arizona 85014
Tel: (602)604-7577
Fax: (602)604-7555
E-mail: Michael.Reeves@azbar.org

Legal Assistant:
Susan Harwood
Tel: (602)604-7580
E-mail: susanhrwd@yahoo.com

December 3, 2014

Blake Schritter
Office of Indigent Defense Services
Mohave County
P.O. Box 7000
Kingman, Az 86402-7000

Re: Representation of Darrell B. Ketchner, CR2009-00715

Dear Mr. Schritter:

Today I returned by email the signed letter of engagement in the Ketchner case. This letter is to confirm that I am qualified as a lead counsel in a capital case.

I am currently a member in good standing with the Arizona State Bar. If you require proof of such standing, I will obtain a letter from Arizona State Bar. I have continuously been a member of the State Bar of Arizona since 1986. There are no Bar complaints or Bar disciplinary action pending against me. I am a member and the vice-chair of the State Bar Criminal Section Executive Committee.

I have practiced in the area of state criminal litigation for more than the past five years. I have tried more than nine felony cases to trial.

I have been counsel in the following capital cases at the trial level in Maricopa County:

- State v. Scott Lehr, CR1992-005731, second counsel
- State v. Stephen Ward, CR1992-092193, lead counsel
- State v. Pete Calleros, CR20007-048297, lead counsel
- State v. Jerry Cockhearn, Jr. CR2010-139629, lead counsel
- State v. Sean Gaines, CR2003-021204, lead counsel
- State v. Benjamin Baker, CR2003-005280, lead counsel
- State v. Shavonte Beasley, CR 2012-008302, lead counsel
- State v. Bryan Hulsey, CR 2007-111635, lead counsel
- State v. Jacob Kaplan, CR 2015-134318, lead counsel
- State v. Alex Garcia, CR2014-1209, lead counsel.

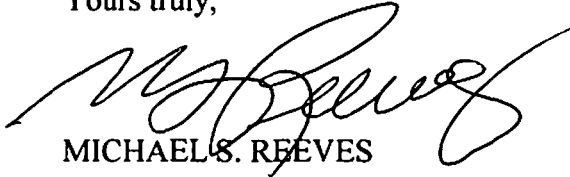
I have also written and argued a number of capital appeals and I have appeared as an

expert witness regarding the quality of service of capital defense attorneys in several capital PCR cases. The names of those cases will be provided upon request.

I have annually completed the required number of CLE credits in each year that I have represented a capital defendant, including the CLE year just completed in June 2016. I will provide proof of the CLE credits upon request.

If you require any further documentation, please advise.

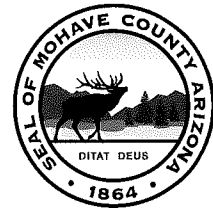
Yours truly,



MICHAEL S. REEVES

Mohave County

Office of Indigent Defense Services



Blake E. Schritter
Indigent Defense Administrator

316 N.5th Street
P.O. Box 7000
Kingman, AZ 86402-7000

PHONE: (928) 753-0738
FAX: (928) 753-0721
E-MAIL IDS@mohavecounty.us

September 24, 2015

Mr. Gerald T. Gavin
3880 Stockton Hill Rd. #103-450
Kingman, AZ 86409

RE: Equitable Pay Rate on Capital Cases

Dear Mr. Gavin,

I am in receipt of your letter dated September 12th in which you request a review of your hourly rate for your continued representation of Mr. Justin Rector. First and foremost, I would like to thank you for the services you have provided in this matter thus far. In addition, it is rare that a capital qualified attorney would be willing to assist any county in mitigating capital defense costs, while still providing exceptional representation to their clients. Your willingness to accept both of Mohave County's capital cases was beyond generous.

The state standard rate for capital representation is \$125.00. As you've pointed out, this is also the rate Mohave County is compensating an attorney to provide the same legal services in another capital case. The rate of \$100.00 an hour was agreed upon with the understanding that you would accept both capital cases out of Mohave County. Now that you have had to withdraw from Mr. Ketchner's case, I believe your request for review is reasonable and appropriate. I have conferred closely with County Administration as well as the Superior Court, and after careful consideration, your hourly rate will be increased to \$125.00. This rate shall be effective upon both parties' signatures.

Again, I'd like to thank you for your service to Mohave County as well as your clients and look forward to our continued working relationship.

Thank you,

Blake E. Schritter
Indigent Defense Administrator

Accepted:

Gerald T. Gavin

Date

9/30/15

CC:

Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator

Mohave County Office of Indigent Defense Services



Blake E. Schritter
Indigent Defense Administrator

316 N.5th Street
P.O. Box 7000
Kingman, AZ 86402-7000

PHONE: (928) 753-0738
FAX: (928) 753-0721
E-MAIL IDS@mohavecounty.us

August 29, 2016

Ms. Patricia A. Hubbard
Attorney at Law
518 E. Willetta St.
Phoenix, AZ 85004

Re: State v. Darrell Bryant Ketchner
CR-2009-00715

Ms. Hubbard,

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as second chair legal counsel for Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$90.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation including travel time. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations and/or air travel are to be coordinated and paid through the Office of Indigent Defense Services.

To the extent that you require investigative, mitigation, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office. Should your requests exceed \$2500.00, please file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

In regards to the role of first chair legal counsel, Mr. Michael Reeves has been assigned by my office to service in this capacity. The Office of Indigent Defense Services has the final authority in determining the defense team including first chair, second chair, investigators, and mitigation specialists.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715.

This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted



Ms. Patricia A. Hubbard
Attorney at Law
Law Offices of Patricia A. Hubbard
518 E. Willetta St.
Phoenix, AZ 85004



8/30/16
Date

Cc:

Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator

Mohave County

Office of Indigent Defense Services



P.O. Box 7000
Kingman, AZ 86402-7000
PHONE 928/753-0738
FAX 928/753-0721
E-MAIL IDS@mohavecounty.us

Blake E. Schritter
Indigent Defense Administrator

July 17, 2015

Mr. Randall J. Craig
The Law Offices of Randall J. Craig
9449 N. 90th St. #207
Scottsdale, AZ 85258

Re: State v. Darrell Bryant Ketchner
CR-2009-00715

Mr. Craig,

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as first chair legal counsel for Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$125.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation other than travel time. All billing entries pertaining to travel time will be billed at half your hourly rate, with lodging and travel arrangements made through the Office of Indigent Defense Services. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations are to be coordinated and paid through the Office of Indigent Defense Services. Likewise, all air travel should also be coordinated through the office of Indigent Defense Services.

To the extent that you require investigative, mitigation, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office. Should your requests exceed \$2500.00, please file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

In regards to the role of second chair legal counsel, please provide me with your recommendation for counsel as soon as possible. Once provided, I will facilitate with the suggested attorney to retain their services at the hourly rate of \$90.00 via a letter of engagement with the same terms and conditions contained herein. The Office of Indigent Defense Services has the final authority in determining the role of second chair legal counsel.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715.

This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted

Mr. Randall J. Craig
Attorney at Law
The Law Offices of Randall J. Craig
9449 N. 90th St. #207
Scottsdale, AZ 85258

Date

Cc:
Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator



Mohave County

Office of Indigent Defense Services



P.O. Box 7000
Kingman, AZ 86402-7000
PHONE 928/753-0738
FAX 928/753-0721
E-MAIL IDS@mohavecounty.us

Blake E. Schritter
Indigent Defense Administrator

July 30, 2015

Mr. Christopher Flores
Attorney at Law
337 North 4th Ave.
Phoenix, AZ 85003-1505

Re: State v. Darrell Bryant Ketchner
CR-2009-00715

Mr. Flores,

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as second chair legal counsel for Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$90.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation other than travel time. All billing entries pertaining to travel time will be billed at half your hourly rate, with lodging and travel arrangements made through the Office of Indigent Defense Services. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations are to be coordinated and paid through the Office of Indigent Defense Services. Likewise, all air travel should also be coordinated through the office of Indigent Defense Services.

To the extent that you require investigative, mitigation, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office. Should your requests exceed \$2500.00, please file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

In regards to the role of first chair legal counsel, Mr. Randall Craig has been assigned by my office to service in this capacity. The Office of Indigent Defense Services has the final authority in determining the defense team including first chair, second chair, investigators, and mitigation specialists.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Darrell Bryant Ketchner in Mohave County Superior Court case CR-2009-00715.

This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



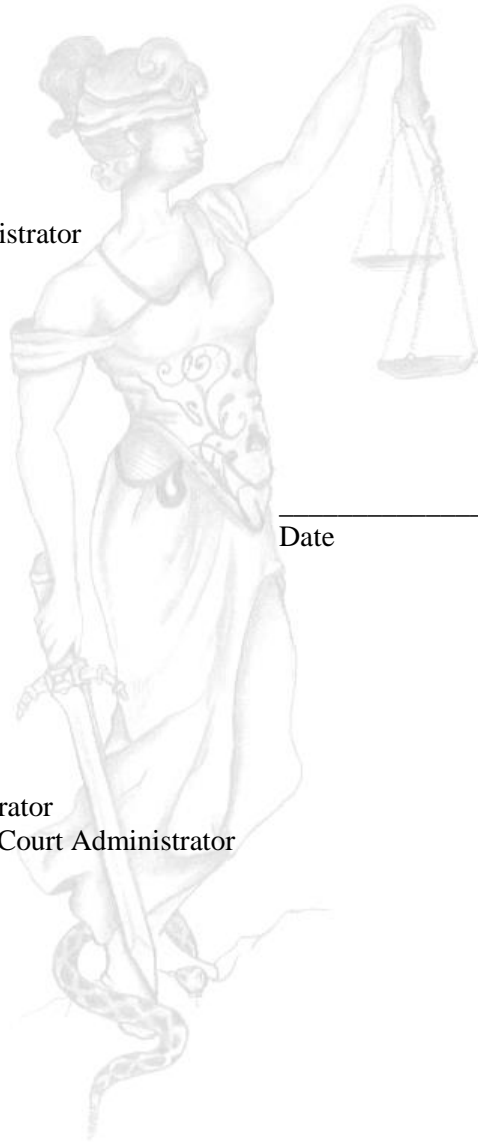
Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted

Mr. Christopher Flores
Attorney at Law
337 North 4th Ave.
Phoenix, AZ 85003-1505

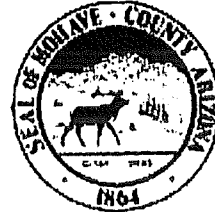
Date

Cc:
Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator



Mohave County

Office of Indigent Defense Services



P.O. Box 7000
Kingman, AZ 86402-7000
PHONE 928/753-0738
FAX 928/753-0721
E-MAIL CJS@co.mohave.az.us

Blake E. Schritter
Indigent Defense Administrator

May 28, 2013

David Goldberg
Attorney at Law
PO Box 608
Ft. Collins, Co 80526

Re: State v. Darrell Bryant Ketchner
CR-2009-00715

Mr. Goldberg,

This correspondence is meant to serve as a letter of engagement of your services to serve as appellate counsel for Mr. Darrell Bryant Ketchner in his direct appeal from Mohave County Superior Court case CR-2009-00715. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital appeal and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$125.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation other than travel time. Mohave County will make travel and lodging arrangements for an initial visit with Mr. Ketchner at the Eyman facilities of the Arizona Department of Corrections. All billing entries pertaining to travel time will be billed at half your hourly rate, with lodging and travel arrangements made through the Office of Indigent Defense Services. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended.

Any need for hotel stays are to be coordinated through the Office of Indigent Defense Services and costs for necessary hotel accommodations will be paid by the office of Indigent Defense Services directly. All air travel should also be coordinated through the office of Indigent Defense Services.

To the extent that you require investigative, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office pursuant to the administrative guidelines enclosed. Should your requests total an excess of \$2500.00, you are certainly free to file a Motion with the court seeking approval and authorization for such expenditures/services, which will be paid from the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. However, the

Office of Indigent Defense Services requires a monthly claim by the 15th of the month for the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Darrell Ketchner in his appeal of case CR-2009-00715.

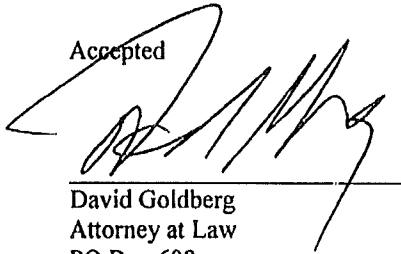
This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Indigent Defense Administrator
Mohave County

Accepted



David Goldberg
Attorney at Law
PO Box 608
Ft. Collins, Co 80526

Date

5-29-13

SUPREME COURT OF ARIZONA

STATE OF ARIZONA,) Arizona Supreme Court
) No. CR-09-0343-AP
 Appellee,)
 v.) Mohave County
) Superior Court
 BRAD LEE NELSON,) No. CR20060904
) **FILED 5/2/2012**
 Appellant.)
)
) **O R D E R**

Upon the Court's own motion,

IT IS ORDERED that Stephen Duncan is appointed to represent Brad Lee Nelson in post-conviction proceedings pursuant to A.R.S. § 13-4041 and Rule 6.8(c), Ariz. R. Crim. P. This appointment is made after affirmance of the conviction and sentence pursuant to A.R.S. § 13-4041(B) and Rule 32.4(c). On April 12, 2012, this Court affirmed defendant's conviction and death sentence.

IT IS FURTHER ORDERED that the Clerk of the Supreme Court shall file the notice for post-conviction relief upon the issuance of a mandate after the conclusion of certiorari proceedings, pursuant to Rule 32.4(a) and Rule 31.23(b)(1). After the notice is filed, counsel shall file the petition for post-conviction relief as provided in Rule 32.4(c). Even though the notice has not yet been filed, at this time and upon application of the defendant, the superior court shall approve funding for such investigators and expert witnesses as are reasonably necessary pursuant to A.R.S. § 13-4013(B) and § 13-4041(I).

IT IS FURTHER ORDERED that counsel shall be compensated at the rate of \$100.00 per hour plus reasonable costs incurred in

the representation. If counsel's work hours are over two hundred hours, the superior court shall review and approve additional reasonable fees and costs pursuant to A.R.S. § 13-4041(G). The superior court shall allow interim payments of compensation to counsel prior to the filing of the notice and petition.

IT IS FURTHER ORDERED that Mr. Nelson's trial and appellate counsel shall provide the case file to Mr. Duncan or allow him to have a copy made of the case file upon request.

DATED this _____ day of May, 2012.

ROBERT M. BRUTINEL
Duty Justice

TO:

Kent E Cattani
Julie A Done
Stephen Duncan
Brad Lee Nelson, ADOC 249535, Arizona State Prison, Florence -
Eyman Complex - Administrative Offices
David Goldberg
Lee M Novak
James J Belanger
Hon. Charles W Gurtler
Hon. Richard Weiss
Virlynn Tinnell
Diane Alessi
Dana P Hlavac
Matthew J Smith
Amy Sara Armstrong
Dale A Baich
John Saccoman

SUPREME COURT OF ARIZONA

STATE OF ARIZONA,) Arizona Supreme Court
) No. CR-09-0343-AP
 Appellee,)
) Mohave County Superior Court
 v.) No. CR20060904
)
 BRAD LEE NELSON,)
) **FILED 5/20/2016**
 Appellant.)
) **O R D E R**

The Mohave County Superior Court having referred this matter for the appointment of new counsel,

IT IS ORDERED that Harley Kurlander is appointed to represent Brad Nelson in post-conviction proceedings pursuant to A.R.S. § 13-4041 and Rule 6.8(c), Ariz. R. Crim. P.

IT IS FURTHER ORDERED that counsel shall be compensated at the rate of \$100.00 per hour plus reasonable costs incurred in the representation. The superior court or the court's designee shall review and approve all reasonable fees and costs pursuant to A.R.S. § 13-4041(G). The superior court shall allow interim payments of compensation to counsel prior to the filing of the petition.

IT IS FURTHER ORDERED that the time limit for filing the petition shall be twelve months from the date of this order, with any extensions to be determined by the superior court. See Rule 32.4(c)(1), Ariz. R. Crim. P.

IT IS FURTHER ORDERED that Mr. Nelson's prior counsel shall provide his or her case file to Mr. Kurlander or allow him to have a copy made of the case file upon request.

DATED this 20th day of May, 2016.

/s/
Robert M. Brutinel
Duty Justice

TO:

Jason Easterday

Lacey Stover Gard

Matthew J Smith

Harley Kurlander

Sharmila Roy

Brad Lee Nelson, ADOC 249535, Arizona State Prison, Florence

- Eyman Complex Browning Unit (SMU II)

Hon. Richard Weiss

Virlynn Tinnell

Blake Schritter

Kim Casey

Stephen L Duncan

David Goldberg

Lee M Novak

James J Belanger

Amy Armstrong

Dale A Baich

Diane Alessi

SUPREME COURT OF ARIZONA

STATE OF ARIZONA,)
) Arizona Supreme Court
) No. CR-09-0343-AP
 Appellee,)
) Mohave County Superior Court
 v.) No. CR2006-0904
)
 BRAD LEE NELSON,) **FILED 12/29/2015**
)
 Appellant.)
)
) **O R D E R**

The Mohave County Superior Court having referred this matter for the appointment of new counsel,

IT IS ORDERED that Sharmila Roy is appointed to represent Brad Nelson in post-conviction proceedings pursuant to A.R.S. § 13-4041 and Rule 6.8(c), Ariz. R. Crim. P.

IT IS FURTHER ORDERED that counsel shall be compensated at the rate of \$100.00 per hour plus reasonable costs incurred in the representation. The superior court or the court's designee shall review and approve all reasonable fees and costs pursuant to A.R.S. § 13-4041(G). The superior court shall allow interim payments of compensation to counsel prior to the filing of the petition.

IT IS FURTHER ORDERED that the time limit for filing the petition shall be twelve months from the date of this order, with any extensions to be determined by the superior court. See Rule 32.4(c)(1), Ariz. R. Crim. P.

IT IS FURTHER ORDERED that Mr. Nelson's prior counsel shall provide his or her case file to Ms. Roy or allow her to have a copy made of the case file upon request.

DATED this 29th day of December, 2015.

/s/
Ann A. Scott Timmer
Duty Justice

TO:

Jason Easterday

Lacey Stover Gard

Matthew J Smith

Sharmila Roy

Brad Lee Nelson, ADOC 249535, Arizona State Prison, Florence

- Eyman Browning Unit

Hon. Richard Weiss

Hon. Virlynn Tinnell

Blake Schritter

Kim Casey

Stephen Duncan

David Goldberg

Lee M Novak

James J Belanger

Amy Armstrong

Dale A Baich

Diane Alessi

SUPREME COURT OF ARIZONA

STATE OF ARIZONA,

Appellee,

v.

ROBERT ALLEN POYSON,

Appellant.

) Arizona Supreme Court
) No. CR-98-0510-AP
)
) Mohave County Superior Court
) No. CR-96-865
)
)
)

FILED 8/28/2018

ORDER

Upon considering Robert Poyson's Motion for Appointment of Counsel,

IT IS ORDERED that the motion is granted. Emily Skinner is appointed to represent Robert Poyson in proceedings before this Court.

IT IS FURTHER ORDERED that counsel shall be paid from Mohave County funds at the rate of not less than \$100.00 per hour plus reasonable costs incurred in the representation. The superior court or the court's designee shall review and approve all reasonable fees and costs pursuant to A.R.S. § 13-4041.

IT IS FURTHER ORDERED that Mr. Poyson may file a response to the Motion to Conduct New Independent Review of Death Sentences no later than September 14, 2018. The State may file a reply no later than September 28, 2018.

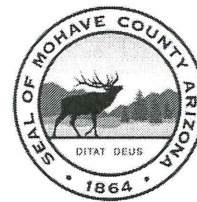
DATED this 28th day of August, 2018.

/s/

John R. Lopez IV
Duty Justice

Mohave County

Office of Indigent Defense Services



P.O. Box 7000
Kingman, AZ 86402-7000
PHONE 928/753-0738
FAX 928/753-0721
E-MAIL IDS@mohavecounty.us

Blake E. Schritter
Indigent Defense Administrator

March 6, 2015

Mr. Gerald Gavin
Attorney at Law
3880 Stockton Hill Rd.
Suite #103-450
Kingman, AZ 86409

Re: State v. Justin James Rector
CR-2014-01193

Mr. Gavin,

This correspondence is meant to serve as a letter of engagement for your services to serve in the capacity as first chair legal counsel for Mr. Justin James Rector in Mohave County Superior Court case CR-2014-01193. By accepting the terms of this letter, you are representing that you are in fact qualified and able to handle this type of capital case and that your workload allows you to provide effective representation in this matter. By accepting this matter, you are obligated to ensure that at all times you are able to and in fact do provide effective representation to the best of your ability.

On behalf of Mohave County the following terms of engagement are offered:

This case will be billed at an hourly rate of \$100.00 to completion, with no cap on hours. This rate is to be charged for all aspects of legal representation other than travel time. All billing entries pertaining to travel time will be billed at half your hourly rate, with lodging and travel arrangements made through the Office of Indigent Defense Services. All travel must be conducted in accordance with Mohave County travel policy as amended and coordinated through the office of Indigent Defense Services. Claims for travel must also be in compliance with Mohave County travel policy as amended. Any need for hotel accommodations are to be coordinated and paid through the Office of Indigent Defense Services. Likewise, all air travel should also be coordinated through the office of Indigent Defense Services.

To the extent that you require investigative, mitigation, expert assistance, or professional services (i.e. printed materials, binding, transcription costs, etc.) in this matter, you should file requests for such services, up to \$2500.00, with my office. Should your requests exceed \$2500.00, please file a motion with the court seeking approval and authorization for such expenditures/services, which will be paid by the Office of Indigent Defense Services.

You are to bill Mohave County on a monthly basis for all work on this case. Any services or expenses not billed to my office within 6 months of accrual will not be honored by the County pursuant to ARS §11-622. The Office of Indigent Defense Services requires a monthly claim by the 15th of the month for

the prior month's work. All experts or investigative services utilized shall be similarly billed to my office on a monthly basis and within 6 months of accrual.

The role of second chair counsel will be filled by Ron Gilleo, Mohave County Legal Defender. Should the Legal Defender withdraw, the assignment of second chair will be facilitated by Indigent Defense Services.

This agreement may be modified in writing from time to time as may be necessary to carry out the intended purpose of providing constitutional, statutory and Rule based representation of Mr. Justin James Rector in Mohave County Superior Court case CR-2014-01193.

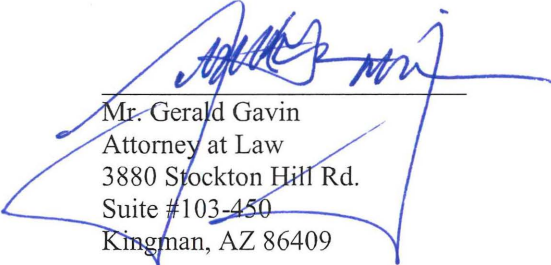
This agreement shall become effective upon both signatures and the filing of a Notice of Appearance in the referenced action.

Respectfully,



Blake E. Schritter
Mohave County Indigent Defense Administrator

Accepted

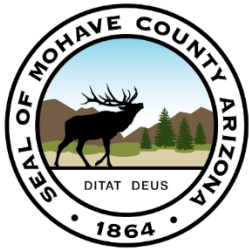


Mr. Gerald Gavin
Attorney at Law
3880 Stockton Hill Rd.
Suite #103-450
Kingman, AZ 86409

Date

3/6/15

Cc:
Mike Hendrix, Mohave County Administrator
Kip Anderson, Mohave County Superior Court Administrator



**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.mohavecounty.us**

**IDS 2021 INDIGENT DEFENSE ATTORNEY SERVICES
PRE-QUALIFIED CONTRACT COUNSEL LIST**

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

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

Adult Felony	Adult Misdemeanor	Adult Probation Violations
Juvenile Misdemeanor	Juvenile Delinquency	Juvenile Probation Violations
Guardianships		

This solicitation is intended to replace all County contracts for Indigent Defense Attorney Services effective as of June 30, 2014, which originated under County's prior department known as "Criminal Justice Services (CJS)" which is no longer existent.

For the above noted practice areas, all interested attorneys, or previously contracted attorneys **prior to June 30, 2014**, are required to apply or re-apply in order to be eligible for consideration of assignment of cases by IDS.

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

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

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

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

Responses and Statements of Interest will be accepted on an ongoing basis by the Mohave County Procurement Department. Delivery Address: Mohave County Procurement Department, 700 West Beale Street, First Floor East | P.O. Box 7000, Kingman, AZ 86402-7000. All inquiries shall be directed to **MORGAN MICHAELS**, Procurement Officer, at (928) 753-0752, Option 1 or via email at: Morgan.Michaels@mohavecounty.us.

INDIGENT DEFENSE ATTORNEY REQUIREMENTS

I. CONTRACTOR'S RESPONSIBILITIES

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

16. Advocacy skills.
17. Effective sentencing preparation and proper billing preparation.

II. CASE ASSIGNMENT SPECIFICATIONS

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

1. EDUCATION AND LICENSURE

- a. Applicant shall be a graduate of an ABA 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 IDS 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 and/or copy of official transcripts from the accredited 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.

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

1. **MAJOR FELONIES**: Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience within this case category. Case assignments shall include:
 - 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

- i. Otherwise not listed Class 3 through 6 Felony Offenses
2. **FELONIES: Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience within this case category. Case assignments shall include:**
 - 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 through 6 Felony Offenses
3. **MISDEMEANOR: Applicant shall be able to represent indigent defendants, within the designated misdemeanor case categories cited herein in keeping with ABA and attorney licensure standards. Case assignments shall include:**
 - a. DUI
 - b. Otherwise not listed misdemeanor offenses
4. **JUVENILE DELINQUENCY: Applicant shall be able to represent indigent defendants, within this designated case categories cited herein in keeping with ABA and attorney licensure standards.**
5. **GUARDIANSHIP: Applicant shall be able to represent indigent proposed wards, within the designated guardianship category cited herein in keeping with ABA and attorney licensure standards.**

III. 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.
 2. Experience.
 3. References.
 4. Expertise.
 5. Role within your practice.

IV. REPRESENTATION OF INDIGENT DEFENDANTS IN CAPITAL CASES:

A. Applicant(s) SHALL NOT be assigned any capital cases under this Agreement. Capital case assignments are made separately via a “Letter of Engagement” with case assignment reviewed prior by Superior Court’s Criminal Presiding Judge.

COST REIMBURSEMENT: Reimbursement for Capital case assignments shall be in keeping with A.R.S. §13-4041.

V. OTHER: In addition to cases that involve a legal “conflict of interest,” the Office of Indigent Defense Services (IDS) and/or the Superior Court directly from the bench may assign to Attorney, at Attorney’s option, who may accept appointments to represent indigent defendants in criminal cases, and indigent juveniles in juvenile delinquency and incorrigibility proceedings, **where there is no legitimate legal “conflict of interest” for either the Public Defender’s Office, the Legal Defender’s Office and/or Legal Advocates Office.** In such case, 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.

VI. COST REIMBURSEMENT: Cost reimbursement to assigned attorney for cases assigned under this contract clause shall be reimbursed at the standard rates specified here-in for each category of service specified within this Agreement. For those cases assigned and not specified within this Agreement by category type, the reimbursement rate shall be Sixty Dollars (\$60.000) per hour. Case hours exceeding twenty-five (25) hours shall be reviewed by the Court and substantiated for payment via a Court Order in order that payment may be approved by IDS.

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.

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

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

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

B. Flat Rate Amounts of Compensation: For each applicable case assignment, Mohave County shall pay Attorney the following flat rate amounts per case category, based on twenty-five (25) hours or less per case. Should standard hours required for representation within each case classification exceed what is considered “average”, Attorney may petition the Court for additional monies based upon a “per hour rate of Sixty Dollars (\$60.00)”.

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);
 7. **Guardianships:** Non-flat rate case assignment. Sixty Dollars (\$60.00) per hour fee applies.
- C. 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 moved to Superior Court *prior* to resolution.
1. If a Felony case is resolved as a Misdemeanor, a reduced rate of Four Hundred dollars (\$400) will be paid for such a case. **Failure to disclose such resolution by Attorney at time of final billing shall be cause for immediate termination of Agreement by County under the provisions specified herein.**
 2. 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.
 3. 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 Indigent Defense Services (IDS) 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.
- D. **Compensation for Special Action Work.** Attorney will not be entitled to any additional compensation over and above the flat rate amount specified 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 criteria specified herein for additional compensation above the first twenty-five (25) hours noted in 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.
- E. **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 Indigent Defense Services (IDS) for payment in excess of the flat rate amount specified herein. If seeking such additional compensation, Attorney shall file a Request for Approval of Additional Compensation with the Office of Indigent Defense Services (IDS) **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 Indigent Defense Services (IDS).

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 in excess of twenty-five (25) hours expended on each assigned case and approved by the Office of Indigent Defense Services (IDS), upon Attorney's compliance with the criteria specified herein for such compensation under this Agreement.

F. 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 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 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 Indigent Defense 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 Indigent Defense Services receives notification of a Motion to Dismiss, Notice of Non-filing or Notice of Dismissal for failure of the Mohave County Attorney's 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 Indigent Defense Services within thirty (30) days of the receipt by the Office of Indigent Defense Services of notification of such Motion to Dismiss, Notice of Non-filing or Notice of Dismissal for failure of the Mohave County Attorney's 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.

G. 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 Indigent Defense 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 as specified within this Agreement absent a prior showing by Attorney of entitlement to additional compensation.

- H. 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 Indigent Defense Services (IDS).
- I. 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 Indigent Defense Services an itemized billing statement for the professional services actually rendered and shall be compensated at the rate of Sixty Dollars (\$60.00) per hour for the time actually worked, provided that any such compensation shall not exceed the applicable flat rate amount set forth absent a showing by Attorney of entitlement to additional compensation as specified within this Agreement, 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 Indigent Defense Services (IDS), 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.
 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.
- J. Compensation for Cases Directly Appointed from the Bench:** Upon acceptance of an appointment made from the bench on any legal matter, excluding “capital” offenses, Attorney agrees to accept appointment pursuant to the terms and conditions set forth herein.
- K. 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
- L. **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 Indigent Defense Services (IDS). 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 rates for time spent on approved traveling. General travel within the geographic limits of Mohave County is not to be billed for either mileage or time unless it is more than thirty-five (35) miles from Lake Havasu City, Bullhead City and/or Kingman
- M. **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 pursuant to A.R.Crim.P. 16.1 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.
1. Any motion filed pursuant to this section should indicate that the request was submitted to the Office of Indigent Defense Services (IDS) and denied and should include as exhibits the original request and denial. If any such extraordinary expenses are approved by the Office of Indigent Defense Services (IDS), Attorney shall invoice and bill the extraordinary expenses separately through the Office of Indigent Defense Services (IDS), with the invoicing and billing being done in accordance with the claim submittal requirements set forth herein. "Extraordinary expenses" include, but are not limited to:
 - a. Transcripts
 - b. Clothing for an indigent client
 - c. 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 Indigent Defense Services (IDS) 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.

N. Experts, Expert Witnesses, Investigators, Interpreters.

1. **Experts and Expert Witnesses:** Upon written request, by Attorney, to the Office of Indigent Defense Services (IDS), for monies to be used towards the hiring of an Expert, or Expert Witness, IDS shall review said written request, and provide notice of approval status to Attorney within ten (10) days. **Please Note:** If request is made for expert investigator services, and said request is approved by IDS as noted herein, Attorney is required to utilize the services of an IDS contracted investigator and/or investigative firm. Should Attorney wish to use a non-contracted investigator and/or investigative firm, Attorney is required to petition the Court directly. The following allotment of monies shall be provided to Attorney, upon approval by IDS, for Experts and/or Expert Witnesses:

- a. Misdemeanor Cases: One Thousand Dollar (\$1,000.00) allotment.
- b. Major Felony/Felony Cases: Two Thousand Five Hundred Dollars (\$2,500.00).

If the Office of Indigent Defense Services (IDS) denies Attorney's request for funding of any such expert, or expert witness, Attorney may file a motion with the court pursuant to A.R.Crim.P. 15.9 seeking the appointment of such expert or expert witness, provided that any such motion is filed within sixty (60) days of the Office of Indigent Defense 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 Indigent Defense Services (IDS) and denied and should include as exhibits the original request and denial.

2. Anything to the contrary herein notwithstanding, when Attorney is assigned an "overflow" or conflict case, Attorney shall utilize the services of investigators on contract with the Office of Indigent Defense Services (IDS), provided that such use does not create a conflict or other ethical problem. Attorney shall submit all requests for the use of investigators to the Office of Indigent Defense Services (IDS).
3. 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 Indigent Defense Services (IDS) 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.
4. At the sole discretion of the Contract Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor. 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.

- O. In the event any post-conviction proceeding is taken on behalf of a client, Attorney shall cooperate fully with the client and any counsel hired or appointed to represent the client in such matter. Cooperation includes the timely production of a full and complete copy of the client file. **Attorney may not charge for copies of any material in the file without approval of the Office of Indigent Defense Services (IDS).** Attorney must make any request for payment for copies in writing to the Office of Indigent Defense Services (IDS). The Office of Indigent Defense Services (IDS) may at its discretion provide copying service in lieu of approving payment for outside copying costs to be incurred by Attorney. Failure to timely produce a file upon request by a client or post-conviction counsel shall be considered malfeasance and may, at the sole and absolute discretion of the County, be deemed to constitute a substantial and material breach of this Agreement and grounds for immediate termination of all further contractual obligations of Mohave County under this Agreement. If Attorney withholds a client file from the client or post-conviction relief counsel, Mohave County may withhold payments to Attorney on non-related cases until such time as the file is produced in its entirety.
- P. **Records and Reports.** Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator in the manner prescribed 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.

VIII. ASSIGNMENT OF CASES, CLAIMS SUBMISSION AND PAYMENT PROCEDURES

- A. **Case Assignments.** Case assignments will be made to Attorney by the Office of Indigent Defense Services (IDS) through use of an Individual Contract Addendum (“**Addendum**”).
- B. **Submission of Claims.** Attorney acknowledges and understands that Mohave County functions on a Fiscal Year basis 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:
1. **Flat Rate Claims.** Submit a countersigned Addendum to the Office of Indigent Defense Services within sixty (60) days of receipt of assignment of each case in order to receive payment. The Office of Indigent Defense Services (IDS) may grant extensions of time upon receipt from Attorney of an adequate written request and justification for an extension of time to submit a claim. If Attorney fails to submit a claim/countersigned Addendum or an adequate written request and justification for an extension of time to submit a claim/countersigned Addendum within sixty (60) days of the issuance of an Addendum to Attorney by the Office of Indigent Defense Services, Attorney shall be deemed to have waived and forfeited any claim for compensation under the Addendum and/or for services rendered to the indigent client under the assigned case, the claim shall be deemed void, and Mohave County shall have no obligation to pay any compensation to Attorney under this Agreement or the Addendum for work performed by Attorney on the case assigned to Attorney by the Addendum.
 2. **Additional Compensation Claims.** If the Office of Indigent Defense Services (IDS) approves Attorney’s Request for Additional Compensation in excess of the flat rate amount specified herein for

time in excess of twenty-five (25) hours expended on a case, Attorney shall be compensated by the County at the rate of Sixty 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 Indigent Defense Services (IDS) 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 Indigent Defense Services' approval of such request for additional compensation, must submit claims and itemized billing statements/invoices for the professional services actually rendered in excess of twenty-five (25) hours to the Office of Indigent Defense Services on a monthly basis.

Billing Format: Such written claims and itemized billing statements/invoices must clearly identify the time spent on the case, as well as the time broken down into one-tenth (1/10) of an hour 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. **Please Note:** Submission of billing statements/invoices by Contractor in "hand-written" or "note" form will not be accepted. Submission of billing statements/invoices by Contractor that do not comply with the requisites specified herein will not be accepted by IDS for purposes of verification and authorization of payment as based on the volume of case management by IDS, its staff cannot be burdened with trying to discern payment information that is submitted in a format that is non-compliant with the requisites specified herein.

Final billing must be submitted within sixty (60) days of acquittal, sentencing, filing of a notice of appeal, or other termination of Attorney's obligation for representation under this Agreement. Extensions may be granted upon written request and justification timely submitted by Attorney to the Office of Indigent Defense Services. 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 Indigent Defense 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 Indigent Defense Services (IDS) no later than July 10th following the end of the fiscal year on June 30th.

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

3. **Other fees and Expenses.** Submit a written claim and itemized billing statement/invoice to the Office of Indigent Defense Services (IDS) 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 Indigent Defense 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 Indigent Defense Services (IDS) 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 Indigent Defense Services (IDS) 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 this Agreement.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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).

XIV. 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

XV. 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 within this Agreement.
- D. **Tax:** No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.
- E. **Credits and Debits:** If it is determined that an overpayment has been made on any invoice for any reason, the County may withhold the amount of such overpayment from future payments. Any such withholding shall be clearly communicated to the Attorney as to the amount and reason for such withholding at or before the actual withholding from a subsequent invoice.

SPECIAL TERMS AND CONDITIONS

I. INSURANCE PROVISIONS:

A. COVERAGE: Contractor shall provide a Declarations Page for a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Errors and omissions coverage shall remain in force during the entire term of the Contract. In the event Contractor's insurance is terminated or suspended, Contractor shall immediately give written notice to the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its immediate termination for cause. **Mohave County shall be provided with an updated copy of such policy on an annual basis, or upon request by Mohave County.**

B. INSURANCE CONDITIONS:

1. Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from Contractor's performance under the contract.
2. Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

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. **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.**
- B. **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. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 Director, 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.
9. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Director and persons duly authorized to enter into contracts on behalf of the Contractor.
10. **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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Director. 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.
- 15. 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, it's 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.
- 16. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
- 17. 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.

18. 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.

19. 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 Director is received by the parties to this contract, unless the notice specifies a later time.

20. 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 Director”: The contracting agent for Mohave County, Arizona.

21. 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.

22. 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).

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 (Resolved in a Justice Court with <u>no</u> Superior Court appearances)	\$400.00
Juvenile Cases:	\$400.00
Juvenile Probation Violations:	\$300.00
Guardianships:	\$60.00 per hour
Hourly Rate as allowed:	\$ 60.00

Terms

Payment: **Net 30**

Contractor Information:

Contractor Name (Legal Business Name): _____

Contractor Tax Payer Identification Number _____

Firm Telephone Number (including area code): _____

Firm Fax Number (including area code): _____

Firm's Contact (Name / Title): _____

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

Firm's Contact Email Address: _____

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

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

OFFER FORM

TO MOHAVE COUNTY:

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

FIRM NAME

AUTHORIZED SIGNATURE

DATE OF SIGNATURE

PRINT FULL LEGAL NAME

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Attorney is now bound to provide the services and materials listed in **IDS 2021 INDIGENT ATTORNEY DEFENSE SERVICES**, 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 service under this contract until receipt of a written Notice to Proceed from County's Indigent Defense Services Administrator.

Awarded this ____ day of _____, 2021.

AUTHORIZED SIGNATURE

CONTRACTOR'S CHECKLIST

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

1. Copy of Certificate of Graduation/Diploma and/or Official Transcript from Accredited Law School.
2. Copy of State Bar of Arizona Bar Card with Bar Number.
3. Responses to Scope of Work, Section II. (pages 4-5)
4. Copies of all required insurance certifications specified under SPECIAL TERMS AND CONDITIONS (page 15).
5. Completed PRICE SHEET (page 23) with all information specified provided by Applicant.
6. Signed OFFER FORM (page 24) – please submit three (3) signed originals of the Offer Form.

Submit the above documentation to:

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

For Questions, You May Contact:
Morgan.Michaels@mohavecounty.us

Exhibit 6



1/26/2022

To: Shelley Kroska
From: Verne Hill
Re: Historical Death Penalty Rates

Research through available digital data files and stored paper files has yielded the following information of historical Death Penalty rates for contract counsel. We have no information for 2006 nor before 2004.

2004

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2005

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2006

NO DATA AVAILABLE

2007

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2008

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2009

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2010

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2011

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2012

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2013

Trial Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
Appellate Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour
R.32 Counsel:	Lead Counsel	-	\$75 per hour
	Co-Counsel	-	\$60 per hour
	Advisory Counsel	-	\$60 per hour

2014

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$90 per hour
	Advisory Counsel	-	\$90 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$90 per hour
	Advisory Counsel	-	\$90 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$90 per hour
	Advisory Counsel	-	\$90 per hour

2015

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2016

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2017

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2018

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2019

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2020

Trial Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
Appellate Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour
R.32 Counsel:	Lead Counsel	-	\$120 per hour
	Co-Counsel	-	\$105 per hour
	Advisory Counsel	-	\$105 per hour

2021

Trial Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour
Appellate Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour
R.32 Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour

2022

Trial Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour
Appellate Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour
R.32 Counsel:	Lead Counsel	-	\$145 per hour
	Co-Counsel	-	\$120 per hour
	Advisory Counsel	-	\$120 per hour

These rates are accurate to the best of our ability to research these cases.

Attested:



Verne S. Hill
Director
Pima County Office of Court Appointed Counsel

Exhibit 7

**PROFESSION SERIES CONTRACT
FELONY DEFENSE SERVICES**

This contract ("Contract" entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County" and ("Attorney" .

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

)

RTI E I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2009 and shall terminate on June 30, 2010, unless sooner terminated or further extended pursuant to the provisions of this Contract.

)

RTI E II - SCOPE

- . **A ssignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients" as assigned by the contract administrator ("Contract Administrator" . Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health proceedings.)
The number of cases contemplated by this Contract is XXX. Complex Litigation assignments shall not be included in the XXX case count. Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.
- . **B. C ompletion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.
- . **Service fter ompletion of Representation.** Attorney is not entitled to reimbursement for work performed after completion of representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution, Attorney shall be compensated as provided for in this Contract for any additional work necessary to assure an orderly transition of the matter to)

another attorney

Professional Services pursuant to This Contract Attorneys 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 or Contract Administrator. Attorneys shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of Contract to the best of Attorney's ability. If Attorney uses an employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel.

Complex Litigation Cases Complex Litigation refers to: 1) a capital murder cases; 2) cases which involve substantial and/or complex scientific or technical information resulting in motions regarding admissibility of evidence pursuant to controlling case law emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert V. Merrell Dow*, 113 S. Ct. 2786 (1993), or similar opinions; and, 3) other cases in which Attorney is able to show Contract Administrator that proper representation requires designation of the cases as Complex Litigation.

1. Cases assigned by Contract Administrator under this category shall not be included in the XXX case count.
2. No agreement exists between the parties as to the number of complex litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the sole discretion of Contract Administrator.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administrator.
4. Capital (death penalty) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administrator as First Chair, and \$90 per hour when designated by Contract Administrator as Second Chair.
5. To be assigned as First Chair or Second Chair on a Capital Case, Attorney must meet all the eligibility requirements under Rule 6.8, A.R.C.P. Attorney shall provide Contract Administrator with documentation substantiating Attorney's eligibility. Contract Administrator shall review and determine the Attorney's eligibility before assignment.
6. Once Contract Administrator assigns a case under this category to Attorney, Attorney shall make every effort to immediately determine whether there is a genuine conflict or other reason justifying declination of the assignment, and if so, shall promptly notify Contract Administrator.

ARTICLE III AME T/WITHDRAWAL/ UB TITUTE REPRE E TATION

A. Assignment of Cases. Assignments and substitution of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

B. Discontinu nce of Assignments/Termin tion of Represent tion. Both parties recognize and acknowledge that Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPE ATION nd EXPE E

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney, but only for properly authorized work performed and expenses incurred during Attorney's assignment, as follows:

A. Compens tion.

1. **Base Contract Amount.** \$BBB per year to be paid in 12 monthly installments for which Attorney shall provide legal services for XXX felony cases. Compensation in excess of the Base Contract Amount shall be for the following:

2. **Excess Felony Cases.** Attorney may elect to accept felony assignments in excess of XXX cases. Attorney shall be compensated for each assignment at the rate specified in Attachment A.

3. **Excess Hours.** If the time required to represent an individual Client is expected to exceed forty (40) hours, Attorney shall request approval of excess compensation from Contract Administrator. Should Contract Administrator deny the request or be unable to consider the request, due to a conflict of interest, Attorney may file a petition for approval of excess compensation with the presiding judge, or his designee, requesting additional compensation. The request to Contract Administrator or the petition to the judge shall contain at least the following:

a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.

b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.

a

k

c. A specific expenditure of the circumstances affecting the length and/or complexity of the trial Court proceedings.

d. Logs, time sheets and other activity records pertaining to the case.

Court Administrator shall not approve request for compensation for over 40 hours of work on particular case without the above requirements of 3, 3 b, 3 c, and 3 d.

4. Compensation for Violations of Probations, Misdemeanors, Title 36 Mental Health Assignments and Proposition 100 Hearings. Each assigned petitioner or Probation Violator, Misdemeanor case, and Title 36 Mental Health assignment shall count as 1/2 case for purposes of the Base Court Amount calculation. A Proposition 100 hearing assignment shall count as 1/3 of a case for purposes of the Base Court Amount calculation.

5. Compensation for Early Disposition Court Assignments. Each case assigned by Court Administrator from Early Disposition Court shall count as one case for purposes of the Base Court Amount.

6. Compensation for Dismissals. Assignments made by Court Administrator that are subsequently dismissed with a voluntary dismissal Attorney participation shall not be counted or compensated since under the terms of this Court. Mental Health assignments in which the Client submits to a voluntary commitment with a voluntary dismissal Attorney participation shall not be counted or compensated since under the terms of this Court. Upon submission of record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent showing of exceptional circumstances, compensation or dismissals shall be paid for not more than two (2) hours of pro se service.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws prior to active representation of client shall not be counted or compensated since under the terms of this Court. Upon withdrawal from assigned case and submission to Court Administrator of record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three hours of pro se service.

Upon the substitution of another attorney in a case, Attorney is responsible for providing Court Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated since under the terms of this Court. Attorney shall be compensated at the rate of \$50 per hour.

k

B. Expense

f

1. **Routine Expense** . Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage. Reimbursement of routine expenses shall be made upon submission of an itemized listing of each case.

2. **Extraordinary Expense** . For reimbursement of any ancillary expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond a fifty mile radius of the Yavapai County Court Building, use of an expert or transcription of documents **Attorney must make a specific written request to Contract Administrator before incurring the expense.** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. Should Contract Administrator be unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

f

b. When requesting an expert, the written request should include the basis for retaining the party, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

f

C. COUNTY will not pay for the following unless otherwise specified:

1. **Support Staff.** Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. **Electronic Legal Research Expense** . The County will not pay for research expenses for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. Any electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. **Non-Legal Task** . Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, f

including vicariously or directly or work involved in preparing and transmitting document, copying, organizing, filing or similar function. Hourly rate by

Attorney performing non-legal work will not be included in calculation of compensation in excess of the Budget Contract Amount.

3. Unapproved Fees/Expenses. Filings to obtain prior approval and expenses required by this contract shall constitute waiver of Attorney's right to additional compensation.

4. Process of Service. Either the in-house investigator or the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoena. Requests for records or review shall be made to the Lead Investigator or the Public Defender Office.

D. Change in Rates of Compensation. The rate of compensation established in this contract is subject to the provisions of ARS § 13-4013 and may be changed by the court or contract Administrator determined that it is necessary to change the rate of compensation in accordance. Any change to the total payment amount of this contract is subject to the approval of the Board of Supervisors or its designee.

ARTICLE V - PRIVATE COMPENSATION

Attorney shall neither charge nor collect any other compensation or review rendered pursuant to this contract except as provided or herein. Attorney may not represent client or engage in any other activity.

ARTICLE VI - METHOD OF PAYMENT

A. Procedure. Attorney shall submit to contract Administrator an invoice with itemization of time spent on the case and billable document review or reimbursement of expenses. All bills or review rendered by contract Administrator, investigator and any other approved vendor, must be submitted with appropriate documentation to contract Administrator and must be in accordance with this contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and billable document review prior to submission and approval by contract Administrator.

B. Timely Submission of Payment Requests. ***ALL PAYMENT REQUESTS MUST BE SUBMITTED TO CONTRACT ADMINISTRATOR NO LATER THAN 180 DAYS AFTER TERMINATION OF THE CASE.*** Payment requests received after 180 days will not be honored. Pursuant to ARS § 11-622, Attorney has no right to payment and the County will not honor any claim or payment submitted six months after the date of the provision of the service for which payment is sought. Attorney shall file invoice monthly. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VII - INTERPRETERS

Attorney shall be requested for interpreter for non-English speaking Client for out-of-Court interview and transcription of interview to the Contract Administrator.

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ARTICLE V - NDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless the County, its officers, employees and agents from and against any and all suit, action, litigation, and any derivative proceeding, claim or demand and cost attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE X - COMPLIANCE WITH LAWS

Attorney shall comply with federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The work and regulation of the State of Arizona government the right of the parties, the performance of this Contract, and any dispute thereunder. Any action relating to this Contract shall be brought in Court of the State of Arizona in Yavapai County. Any change in the governing laws, rules, and regulations during the term of this Contract shall apply, but do not require amendment.

I

ARTICLE X - INDEPENDENT CONTRACTOR

The terms of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officer, agent, employee shall be considered an employee of County or be entitled to receive any retirement benefit under the Yavapai County Merit System. Attorney shall be responsible for payment of federal, state and local taxes occasioned with respect to compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay taxes.

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ARTICLE X - PERSONAL SERVICES CONTRACT

This Contract is a personal service contract and shall not be subcontracted to other Attorney without the express written consent of Contract Administrator. Attorney shall be fully responsible for the indemnification of any subcontractor and of person directly or indirectly employed by any subcontractor and of person for whose contract the Attorney is liable to the extent that Attorney is responsible for the indemnification of person directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasion any Attorney shall not be permitted to attend Court hearings and that it is the duty of the community for neither Attorney to attend such hearing for Attorney. Attorney shall comply with any request for coverage from neither

Attorney who is a Professional Service Contract with County shall not be employed by the Public Defender's Office.

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ARTICLE I

Attorney shall not assign its rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE III AUTHORITY TO CONTRACT

Attorney warrants its right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE IV FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

W

ARTICLE V CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

W

ARTICLE VI TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in

W

default for a violation of this Contract.

C. Non-appropriation. Notwithstanding anything to the contrary in this Contract, this Contract may be terminated if for any reason, the amount sufficient to fund the obligations available to the County for the use of maintaining the public utilities is less than the amount of such obligations. In the event of such termination, the County shall have the obligation to Attorney, the that the services are deemed to be terminated.

ARTICLE XVII- NOTICE

All notices required hereunder to be given under this Contract shall be in writing and shall be served by delivery by certified mail to the address as follows:

COUNTY:

Yavapai County Public Defender
595 White Street
Prescott, Arizona 86303

ATTORNEY:

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ARTICLE XVIII - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is non-exclusive and is for the selective use of COU NTY. County reserves the right to obtain like services from the successful candidates.
N

ARTICLE XIX - BOOKS AND RECORDS

Attorney shall keep and maintain separate and complete books, records and accounts and complete files, including financial disbursements records and itemized time sheets for each case assigned under the Contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney shall keep and preserve each file and all records relating to the cases assigned under this Contract, for a period as described by the Arizona State Bar Association, applicable statute and rule. This section shall not equate the disclosure of a privileged information which is considered a confidential communication under County Rules or the Arizona Rules of Professional Conduct.

ARTICLE XX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties relating to the subject matter hereof, and all other oral or written agreements and understandings,

oral or written, are hereby superseded and merged hereto. This Contract may be modified, amended, altered or extended in a written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

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YAVAPAI COUNTY

ARIZONA

Signature; _____
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Date: _____

Date: _____ e

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ACHMEA
Professional Services Contract e

e

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Felony In-Service
Contract #2009/10

Summary Data

1. Attorney name:

2. In Address:

3. Effective term of Agreement : From July 1, 2009 to June 30, 2010

4. Number of Cases: XXX

5. Assignment Categories:

Felonies, Probation Violations, Misdemeanors, and Title 36 Mental Health cases.
(Note: Each Probation Violation, Misdemeanor, and Mental Health assignment equals one-half felony assignment.)

6. Base Contract Amount : \$BBB

7. Compensation for Excess Assignments Over XXX:

A. Compensation per Felony Assignment:	\$CCC
B. Compensation per Probation Violation Assignment :	\$DDD
C. Compensation per Misdemeanor Assignment:	\$EEE
D. Compensation per Title 36 Mental Health Matter:	\$FFF

8. Excess Hours

Rate per hour: Over 40 hours \$50/hour

9. Total of Contract Installments: 12 monthly payments of \$ GGG MM

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M

M

**PROFESSIONAL SERVICES CONTRACT
FELONY INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and **AAAAAAA** ("Attorney").

W I T N E S S E T H

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2010 and shall terminate on June 30, 2011, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health) proceedings. The number of cases contemplated by this Contract is XXX. Complex Litigation assignments shall not be included in the XXX case count. Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after completion of representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution, Attorney shall be compensated as provided for in this Contract for any additional work necessary to assure an orderly transition of the matter to

another attorney.

D. Professional Services Pursuant to This Contract.

Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending before the State Bar of Arizona. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract.

E. Complex Litigation Cases. Complex Litigation refers to: 1) all capital murder cases; 2) cases which involve substantial and/or complex scientific or technical information resulting in motions regarding admissibility of evidence pursuant to controlling case law emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert V. Merrell Dow*, 113 S. Ct. 2786 (1993), or similar opinions; and, 3) other cases in which Attorney is able to show Contract Administrator that proper representation requires designation of the cases as Complex Litigation.

1. Cases assigned by Contract Administrator under this category shall not be included in the XXX case count.
2. No agreement exists between the parties as to the number of complex litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the sole discretion of Contract Administrator.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administrator.
4. Capital (death penalty) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administrator as First Chair, and \$90 per hour when designated by Contract Administrator as Second Chair.
5. To be assigned as First Chair or Second Chair on a Capital Case, Attorney must meet all the eligibility requirements under Rule 6.8, A.R.Cr.P. Attorney shall provide Contract Administrator with documentation substantiating Attorney's eligibility. Contract Administrator shall review and determine the Attorney's eligibility before assignment.
6. Once Contract Administrator assigns a case under this category to

Attorney, Attorney shall make every effort to immediately determine whether there is a genuine conflict or other reason justifying declination of the assignment, and if so, shall promptly notify Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

A. Assignment of Cases. Assignments and substitution of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Both parties recognize and acknowledge that Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney, but only for properly authorized work performed and expenses incurred during Attorney's assignment, as follows:

A. Compensation.

- 1. Base Contract Amount.** \$BBB per year to be paid in 12 monthly installments for which Attorney shall provide legal services for XXX felony cases. Compensation in excess of the Base Contract Amount shall be for the following:
- 2. Excess Felony Cases.** Attorney may elect to accept felony assignments in excess of XXX cases. Attorney shall be compensated for each assignment at the rate specified in Attachment A.
- 3. Excess Hours.** If the time required to represent an individual Client is expected to exceed forty (40) hours, Attorney shall request approval of excess compensation from Contract Administrator. Should Contract Administrator deny the request or be unable to consider the request, due to a conflict of interest, Attorney may file a petition for approval of excess compensation with the presiding judge, or his designee, requesting additional compensation. The request to Contract Administrator or the petition to the judge shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.

- b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
- c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
- d. Logs, time sheets and other activity records pertaining to the case.

Contract Administrator shall not approve a request for compensation for over 40 hours of work on a particular case without the above requirements of 3 a, 3 b, 3 c, and 3 d.

4. Compensation for Violations of Probations, Misdemeanors, Title 36 Mental Health Assignments and Proposition 100 Hearings. Each assigned petition for a Probation Violation, Misdemeanor case, and Title 36 Mental Health assignment shall count as a ½ case for purposes of the Base Contract Amount calculations. A Proposition 100 hearing assignment shall count as 1/3 of a case for purposes of the Base Contract Amount calculations.

5. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a full case for purposes of the Base Contract Amount.

6. Compensation for Dismissals. Assignments made by Contract Administrator that are subsequently dismissed with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Mental Health assignments in which the Client submits to a voluntary commitment with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Upon submission of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for dismissals shall be paid for not more than two (2) hours of professional service.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three (3) hours of professional service.

Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated as a case under the terms of this Contract. Attorney shall be compensated at the rate of \$50

per hour.

B. Expenses

1. Routine Expenses. Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage. Reimbursement of routine expenses shall be made upon submission of an itemized listing for each case.

2. Extraordinary Expenses. For reimbursement of any ancillary expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond a fifty mile radius of the Yavapai County Court Building, use of an expert or transcription of documents ***Attorney must make a specific written request to Contract Administrator before incurring the expense.*** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. Should Contract Administrator be unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the party, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. Electronic Legal research Expenses. The County will not pay for research expenses for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. Any

electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by

Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Process of Service. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for process of service shall be made to the Lead Investigator of the Public Defender Office.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee

ARTICLE V - PROOF OF LIABILITY COVERAGE

For this contract to become effective, Attorney shall be required to provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

ARTICLE VII - METHOD OF PAYMENT

A. Procedure. Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and back-up documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and back-up documentation prior to submissions and approval by Contract Administrator.

B. Timely Submission of Payment Requests. ALL PAYMENT REQUESTS MUST BE SUBMITTED TO CONTRACT ADMINISTRATOR NO LATER THAN 180 DAYS AFTER TERMINATION OF THE CASE. Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. Attorney shall file invoices monthly. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE IX - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE X - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE XI - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XII – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other

attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her correct telephone number, address, and email address with Contract Administrator, and shall update any telephone number changes directly with jail authorities as well.

ARTICLE XIII - ASSIGNMENT

Attorney shall not assign its rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XIV - AUTHORITY TO CONTRACT

Attorney warrants its right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XV- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVI- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511,

the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XVII - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

C. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XVIII- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Yavapai County Public Defender
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:
AAAAAAA

ARTICLE XIX - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XX - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and

complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney shall keep and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings,

oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

Signature; _____

AAAAAAA

Date: _____

Date: _____

**Felony Indigent Services
Contract #2010/11**

Summary Data

1. **Attorney name:** AAAAAAA
2. **Mailing Address:**
3. **Effective term of Agreement:** From July 1, 2010 to June 30, 2011
4. **Number of Cases:** XXX
5. **Assignment Categories:**

Felonies, Probation Violations, Misdemeanors, and Title 36 Mental Health cases.
(**Note:** Each Probation Violation, Misdemeanor, and Mental Health assignment equals one-half felony assignment.)

6. **Base Contract Amount:** \$BBB
7. **Compensation for Excess Assignments Over XXX:**
 - A. Compensation per Felony Assignment: \$CCC
 - B. Compensation per Probation Violation Assignment : \$DDD
 - C. Compensation per Misdemeanor Assignment: \$EEE
 - D. Compensation per Title 36 Mental Health Matter: \$FFF

8. Excess Hours

Rate per hour: Over 40 hours \$50/hour

9. **Total of Contract Installments:** 12 monthly payments of \$GGG

**PROFESSIONAL SERVICES CONTRACT
FELONY INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and ("Attorney").

W I T N E S S E T H

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2011 and shall terminate on June 30, 2012, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health) proceedings. The number of cases contemplated by this Contract is 130. Complex Litigation assignments shall not be included in the 130 case count. Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after completion of representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution, Attorney shall be compensated as provided for in this Contract for any additional work necessary to assure an orderly transition of the matter to another attorney.

D. Professional Services Pursuant to This Contract.

Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending before the State Bar of Arizona. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract.

E. Complex Litigation Cases. Complex Litigation refers to: 1) all capital murder cases; 2) cases which involve substantial and/or complex scientific or technical information resulting in motions regarding admissibility of evidence pursuant to controlling case law emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert V. Merrell Dow*, 113 S. Ct. 2786 (1993), or similar opinions; and, 3) other cases in which Attorney is able to show Contract Administrator that proper representation requires designation of the cases as Complex Litigation.

1. Cases assigned by Contract Administrator under this category shall not be included in the 130 case count.
2. No agreement exists between the parties as to the number of complex litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the sole discretion of Contract Administrator.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administrator.
4. Capital (death penalty) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administrator as First Chair, and \$90 per hour when designated by Contract Administrator as Second Chair.
5. To be assigned as First Chair or Second Chair on a Capital Case, Attorney must meet all the eligibility requirements under Rule 6.8, A.R.Cr.P. Attorney shall provide Contract Administrator with documentation substantiating Attorney's eligibility. Contract Administrator shall review and determine the Attorney's eligibility before assignment.
6. Once Contract Administrator assigns a case under this category to Attorney, Attorney shall make every effort to immediately determine whether there is a genuine conflict or other reason justifying

declination of the assignment, and if so, shall promptly notify Contract Administrator.

7. At the discretion of Contract Administrator, extraordinary non-capital murder cases may be designated for assignment at the rate of \$90 per hour or \$85 per hour depending on their degree of difficulty and special circumstances, as determined by Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

A. Assignment of Cases. Assignments and substitution of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Both parties recognize and acknowledge that Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney, but only for properly authorized work performed and expenses incurred during Attorney's assignment, as follows:

A. Compensation.

1. **Base Contract Amount.** \$81,673.80 per year to be paid in 12 monthly installments for which Attorney shall provide legal services for 130 felony cases. Compensation in excess of the Base Contract Amount shall be for the following:
2. **Excess Felony Cases.** Attorney may elect to accept felony assignments in excess of 130 cases. Attorney shall be compensated for each assignment at the rate specified in Attachment A.
3. **Excess Hours.** If the time required to represent an individual Client is expected to exceed forty (40) hours, Attorney shall request approval of excess compensation from Contract Administrator. Should Contract Administrator deny the request or be unable to consider the request, due to a conflict of interest, Attorney may file a petition for approval of excess compensation with the presiding judge, or his designee,

requesting additional compensation. The request to Contract Administrator or the

petition to the judge shall contain at least the following:

- a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
- b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
- c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
- d. Logs, time sheets and other activity records pertaining to the case.

Contract Administrator shall not approve a request for compensation for over 40 hours of work on a particular case without the above requirements of 3 a, 3 b, 3 c, and 3 d.

4. Compensation for Violations of Probations, Misdemeanors, Title 36 Mental Health Assignments, Proposition 100 Hearings, Sexually Violent Person cases. Each assigned petition for a Probation Violation, Misdemeanor case, and Title 36 Mental Health assignment shall count as a ½ case for purposes of the Base Contract Amount calculations. A Proposition 100 hearing assignment shall count as 1/3 of a case for purposes of the Base Contract Amount calculations. SVP cases shall count as a full case.

5. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a full case for purposes of the Base Contract Amount.

6. Compensation for Dismissals. Assignments made by Contract Administrator that are subsequently dismissed with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Mental Health assignments in which the Client submits to a voluntary commitment with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Upon submission of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for dismissals shall be paid for not more than two (2) hours of professional service.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three (3) hours of professional service.

Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated as a case under the terms of this Contract. Attorney shall be compensated at the rate of \$50 per hour.

B. Expenses

1. Routine Expenses. Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage. Reimbursement of routine expenses shall be made upon submission of an itemized listing for each case.

2. Extraordinary Expenses. For reimbursement of any ancillary expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond a fifty mile radius of the Yavapai County Court Building, use of an expert or transcription of documents, ***Attorney must make a specific written request to Contract Administrator before incurring the expense.*** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. Should Contract Administrator be unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the party, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. Electronic Legal research Expenses. The County will not pay for research expenses

for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. Any electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

4. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

5. Process of Service. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for process of service shall be made to the Lead Investigator of the Public Defender Office.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee

ARTICLE V - PROOF OF LIABILITY COVERAGE

For this contract to become effective, Attorney shall be required to provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

ARTICLE VII - METHOD OF PAYMENT

A. Procedure. Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and back-up documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and

must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and back-up documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.

B. Timely Submission of Payment Requests. *ALL PAYMENT REQUESTS MUST BE SUBMITTED TO CONTRACT ADMINISTRATOR NO LATER THAN 180 DAYS AFTER TERMINATION OF THE CASE.* Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. Attorney shall file invoices monthly. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE IX – INVESTIGATORS

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE X - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE XI - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE XII - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIII – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her correct telephone number, address, and email address with Contract Administrator, and shall update any telephone number changes directly with jail authorities as well.

ARTICLE XIV - ASSIGNMENT

Attorney shall not assign its rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XV - AUTHORITY TO CONTRACT

Attorney warrants its right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVI- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XVIII - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

3. **Non-appropriation.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XIX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Yavapai County Public Defender

ATTORNEY:

595 White Spar Road
Prescott, Arizona 86303

ARTICLE XIX - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XX - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney shall keep and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

ATTACHMENT A
Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
FELONY INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and **XXXX** ("Attorney").

W I T N E S S E T H

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2012 and shall terminate on June 30, 2013, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health) proceedings. The number of cases contemplated by this Contract is 130. Complex and Extraordinary Litigation assignments shall not be included in the 130 case count. Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after completion of representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution, Attorney shall be compensated as provided for in this Contract for

any additional work necessary to assure an orderly transition of the matter to another attorney.

D. Professional Services Pursuant to This Contract.

Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending before the State Bar of Arizona. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract.

E. Complex, Capital, or Extraordinary Litigation Cases. Complex Litigation refers to cases which involve substantial and/or complex scientific or technical information resulting in motions regarding admissibility of evidence pursuant to controlling case law emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert V. Merrell Dow*, 113 S. Ct. 2786 (1993), or similar opinions. Extraordinary Litigation cases refer to those which Attorney is able to show Contract Administrator that proper representation requires designation of the cases as Extraordinary Litigation, such as especially difficult factual or legal issued trial bound cases, major penalty serious felony charges, or multi-count (i.e. more than 10) severe felony charges. Capital cases refer to those cases where the State is seeking, or it is anticipated that they will seek, the death penalty:

1. Cases assigned by Contract Administrator under this category shall not be included in the 130 case count.
2. No agreement exists between the parties as to the number of complex or extraordinary litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the sole discretion of Contract Administrator.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administrator, or \$55 an hour for Extraordinary Litigation cases, as defined by the Contract and determined by Contract Administrator.
4. Capital (death penalty) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administrator as First Chair, and \$90 per hour when designated by Contract Administrator as Second Chair.

5. To be assigned as First Chair or Second Chair on a Capital Case, Attorney must meet all the eligibility requirements under Rule 6.8, A.R.Cr.P. Attorney shall provide Contract Administrator with documentation substantiating Attorney's eligibility. Contract Administrator shall review and determine the Attorney's eligibility before assignment.
6. Once Contract Administrator assigns a case under this category to Attorney, Attorney shall make every effort to immediately determine whether there is a genuine conflict or other reason justifying declination of the assignment, and if so, shall promptly notify Contract Administrator.
7. At the discretion of Contract Administrator, extraordinary non-capital murder cases may be designated for assignment at the rate of \$90 per hour or \$85 per hour depending on their degree of difficulty and special circumstances, as determined by Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

A. Assignment of Cases. Assignments and substitution of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Both parties recognize and acknowledge that Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney, but only for properly authorized work performed and expenses incurred during Attorney's assignment, as follows:

A. Compensation.

1. **Base Contract Amount.** \$81,673.80 per year to be paid in 12 monthly installments for which Attorney shall provide legal services for 130 felony cases. Compensation in excess of the Base Contract Amount shall be for the following:

2. **Excess Felony Cases.** Attorney may elect to accept felony assignments in excess of 130 cases. Attorney shall be compensated for each assignment at the rate specified in Attachment A.

3. **Excess Hours.** If the time required to represent an individual Client is expected to exceed thirty (30) hours, Attorney shall request approval of excess compensation from Contract Administrator. Should Contract Administrator deny the request or be unable to consider the request, due to a conflict of interest, Attorney may file a petition for approval of excess compensation with the presiding judge, or his designee, requesting additional compensation. The request to Contract Administrator or the petition to the judge shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Contract Administrator shall not approve a request for compensation for over 30 hours of work on a particular case without the above requirements of 3 a, 3 b, 3 c, and 3 d.

4. Compensation for Violations of Probations, Misdemeanors, Title 36 Mental Health Assignments, Proposition 100 Hearings, Sexually Violent Person cases. Each assigned petition for a Probation Violation, Misdemeanor case, and Title 36 Mental Health assignment shall count as a ½ case for purposes of the Base Contract Amount calculations. A Proposition 100 hearing assignment shall count as 1/3 of a case for purposes of the Base Contract Amount calculations. SVP cases shall count as a full case.

5. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a full case for purposes of the Base Contract Amount.

6. Compensation for Dismissals. Assignments made by Contract Administrator that are subsequently dismissed with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Mental Health assignments in which the Client submits to a voluntary commitment with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Upon submission of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation

for dismissals shall be paid for not more than two (2) hours of professional service.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three (3) hours of professional service. Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated as a case under the terms of this Contract. Attorney shall be compensated at the rate of \$50 per hour.

9. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Routine Expenses. Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage. Reimbursement of routine expenses shall be made upon submission of an itemized listing for each case.

2. Extraordinary Expenses. For reimbursement of any ancillary expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond a fifty mile radius of the Yavapai County Court Building, use of an expert or transcription of documents, ***Attorney must make a specific written request to Contract Administrator before incurring the expense.*** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. Should Contract Administrator be unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the party, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

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2. Electronic Legal research Expenses. The County will not pay for research expenses for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. Any electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for process of service shall be made to the Lead Investigator of the Public Defender Office.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee

ARTICLE V - PROOF OF LIABILITY COVERAGE

For this contract to become effective, Attorney shall be required to provide Contract

Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

ARTICLE VII - METHOD OF PAYMENT

A. Procedure. Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and back-up documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and back-up documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.

B. Timely Submission of Payment Requests. *ALL PAYMENT REQUESTS MUST BE SUBMITTED TO CONTRACT ADMINISTRATOR NO LATER THAN 180 DAYS AFTER TERMINATION OF THE CASE.* Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. Attorney shall file invoices monthly. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE IX – INVESTIGATORS

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

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Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE XI - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE XII - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIII – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her correct telephone number, address, and email address with Contract Administrator, and shall update any telephone number changes directly with jail authorities as well.

ARTICLE XIV - ASSIGNMENT

Attorney shall not assign its rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XV - AUTHORITY TO CONTRACT

Attorney warrants its right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVI- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XVIII - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

B. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XIX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:	ATTORNEY:
Yavapai County Public Defender	XXXXXXXXXXXX
595 White Spar Road	XXXXXXXXXXXX
Prescott, Arizona 86303	XXXXXXXXXXXX

ARTICLE XIX - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XX - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and

complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney shall keep and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

ATTACHMENT A
Professional Services Contract
Felony Indigent Services
Contract 2012-2013

Summary Data

1. **Attorney name:** XXXXXXXXX
2. **Mailing Address:** XXXXXXXX
3. **Effective term of Agreement:** From July 1, 2012 to June 30, 2013
4. **Number of Cases:** 130

5. **Assignment Categories:**

Felonies, Probation Violations, Misdemeanors, Title 36 Mental Health, and Sexually Violent Person cases. (**Note:** Each Probation Violation, Misdemeanor, and Mental Health assignment equals one-half felony assignment; each SVP case equals a full case.)

6. **Base Contract Amount: \$81,673.80**

7. **Compensation for Excess Assignments Over 130:**

A. Compensation per Felony Assignment:	\$628.26
B. Compensation per Probation Violation Assignment :	\$314.13
C. Compensation per Misdemeanor Assignment:	\$314.13
D. Compensation per Title 36 Mental Health Matter:	\$314.13

8. **Excess Hours**

Rate per hour: Over 30 hours \$50/hour

9. **Total of Contract Installments: 12 monthly payments of \$6,806.15**

**PROFESSIONAL SERVICES CONTRACT
FELONY INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and **XXXX** ("Attorney").

W I T N E S S E T H

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health) proceedings. The number of cases contemplated by this Contract is 130. Complex and Extraordinary Litigation assignments shall not be included in the 130 case count. Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after completion of representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution, Attorney shall be compensated as provided for in this Contract for

any additional work necessary to assure an orderly transition of the matter to another attorney.

D. Professional Services Pursuant to This Contract.

Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending before the State Bar of Arizona. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract.

E. Complex, Capital, or Extraordinary Litigation Cases. Complex Litigation refers to cases which involve substantial and/or complex scientific or technical information resulting in motions regarding admissibility of evidence pursuant to controlling case law emanating from *Frye v. United States*, 293 F. 1013 (D.C. Cir. 1923), and *Daubert V. Merrell Dow*, 113 S. Ct. 2786 (1993), or similar opinions. Extraordinary Litigation cases refer to those which Attorney is able to show Contract Administrator that proper representation requires designation of the cases as Extraordinary Litigation, such as especially difficult factual or legal issued trial bound cases, major penalty serious felony charges, or multi-count (i.e. more than 10) severe felony charges. Capital cases refer to those cases where the State is seeking, or it is anticipated that they will seek, the death penalty:

1. Cases assigned by Contract Administrator under this category shall not be included in the 130 case count.
2. No agreement exists between the parties as to the number of complex or extraordinary litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the sole discretion of Contract Administrator.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administrator, or \$55 an hour for Extraordinary Litigation cases, as defined by the Contract and determined by Contract Administrator.
4. Capital (death penalty) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administrator as First Chair, and \$90 per hour when designated by Contract Administrator as Second Chair.

5. To be assigned as First Chair or Second Chair on a Capital Case, Attorney must meet all the eligibility requirements under Rule 6.8, A.R.Cr.P. Attorney shall provide Contract Administrator with documentation substantiating Attorney's eligibility. Contract Administrator shall review and determine the Attorney's eligibility before assignment.
6. Once Contract Administrator assigns a case under this category to Attorney, Attorney shall make every effort to immediately determine whether there is a genuine conflict or other reason justifying declination of the assignment, and if so, shall promptly notify Contract Administrator.
7. At the discretion of Contract Administrator, extraordinary non-capital murder cases may be designated for assignment at the rate of \$90 per hour or \$85 per hour depending on their degree of difficulty and special circumstances, as determined by Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

A. Assignment of Cases. Assignments and substitution of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Both parties recognize and acknowledge that Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney, but only for properly authorized work performed and expenses incurred during Attorney's assignment, as follows:

A. Compensation.

1. **Base Contract Amount.** \$81,673.80 per year to be paid in 12 monthly installments for which Attorney shall provide legal services for 130 felony cases. Compensation in excess of the Base Contract Amount shall be for the following:

2. **Excess Felony Cases.** Attorney may elect to accept felony assignments in excess of 130 cases. Attorney shall be compensated for each assignment at the rate specified in Attachment A.

3. **Excess Hours.** If the time required to represent an individual Client is expected to exceed thirty (30) hours, Attorney shall request approval of excess compensation from Contract Administrator. Should Contract Administrator deny the request or be unable to consider the request, due to a conflict of interest, Attorney may file a petition for approval of excess compensation with the presiding judge, or his designee, requesting additional compensation. The request to Contract Administrator or the petition to the judge shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Contract Administrator shall not approve a request for compensation for over 30 hours of work on a particular case without the above requirements of 3 a, 3 b, 3 c, and 3 d.

4. Compensation for Violations of Probations, Misdemeanors, Title 36 Mental Health Assignments, Proposition 100 Hearings, Sexually Violent Person cases. Each assigned petition for a Probation Violation, Misdemeanor case, and Title 36 Mental Health assignment shall count as a ½ case for purposes of the Base Contract Amount calculations. A Proposition 100 hearing assignment shall count as 1/3 of a case for purposes of the Base Contract Amount calculations. SVP cases shall count as a full case.

5. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a full case for purposes of the Base Contract Amount.

6. Compensation for Dismissals. Assignments made by Contract Administrator that are subsequently dismissed with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Mental Health assignments in which the Client submits to a voluntary commitment with only de minimis Attorney participation shall not be counted or compensated as a case under the terms of this Contract. Upon submission of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation

for dismissals shall be paid for not more than two (2) hours of professional service.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three (3) hours of professional service. Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated as a case under the terms of this Contract. Attorney shall be compensated at the rate of \$50 per hour.

9. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Routine Expenses. Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage. Reimbursement of routine expenses shall be made upon submission of an itemized listing for each case.

2. Extraordinary Expenses. For reimbursement of any ancillary expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond a fifty mile radius of the Yavapai County Court Building, use of an expert or transcription of documents, ***Attorney must make a specific written request to Contract Administrator before incurring the expense.*** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. Should Contract Administrator be unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the party, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. Electronic Legal research Expenses. The County will not pay for research expenses for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. Any electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for process of service shall be made to the Lead Investigator of the Public Defender Office.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee

ARTICLE V - PROOF OF LIABILITY COVERAGE

For this contract to become effective, Attorney shall be required to provide Contract

Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

ARTICLE VII - METHOD OF PAYMENT

A. Procedure. Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and back-up documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and back-up documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.

B. Timely Submission of Payment Requests. *ALL PAYMENT REQUESTS MUST BE SUBMITTED TO CONTRACT ADMINISTRATOR NO LATER THAN 180 DAYS AFTER TERMINATION OF THE CASE.* Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. Attorney shall file invoices monthly. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE IX – INVESTIGATORS

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE X - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE XI - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

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The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

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This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her correct telephone number, address, and email address with Contract Administrator, and shall update any telephone number changes directly with jail authorities as well.

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Attorney shall not assign its rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

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Attorney warrants its right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVI- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

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This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

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A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

B. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

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Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:	ATTORNEY:
Yavapai County Public Defender	XXXXXXXXXXXX
595 White Spar Road	XXXXXXXXXXXX
Prescott, Arizona 86303	XXXXXXXXXXXX

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Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

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Attorney shall keep and maintain proper and complete books, records and accounts and

complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney shall keep and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

ATTACHMENT A
Professional Services Contract
Felony Indigent Services
Contract 2013-2014

Summary Data

1. **Attorney name:** XXXXXXXXX
2. **Mailing Address:** XXXXXXXX
3. **Effective term of Agreement:** From July 1, 2013 to June 30, 2014
4. **Number of Cases:** 130

5. **Assignment Categories:**

Felonies, Probation Violations, Misdemeanors, Title 36 Mental Health, and Sexually Violent Person cases. (**Note:** Each Probation Violation, Misdemeanor, and Mental Health assignment equals one-half felony assignment; each SVP case equals a full case.)

6. **Base Contract Amount: \$81,673.80**

7. **Compensation for Excess Assignments Over 130:**

A. Compensation per Felony Assignment:	\$628.26
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D. Compensation per Title 36 Mental Health Matter:	\$314.13

8. **Excess Hours**

Rate per hour: Over 30 hours \$50/hour

9. **Total of Contract Installments: 12 monthly payments of \$6,806.15**

**PROFESSION SERVICES CONTRACT
FELONY INDIGENT SERVICES**

This contract ("Contract" entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County" and "Attorney" .

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide felony defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and)

NOW, THEREFORE, the parties hereto agree as follows:)

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2014 and shall terminate on June 30, 2015, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II - SCOPE

- . **A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients" as assigned by the contract administrator ("Contract Administrator" . Assignments will be limited to representation in felony criminal (and occasional Misdemeanor and Title 36 Mental Health proceedings. The number of cases contemplated by this Contract is 130. Complex and Extraordinary Litigation assignments shall not be included in the 130 case count.) Attorney shall appear at Early Disposition Court as assigned by Contract Administrator. Assignments shall be made at the sole discretion of Contract Administrator. Contract Administrator may assign cases in addition, with Attorney's consent, as circumstances require, with compensation at the standard contract rate of \$628.26 per felony assignment.

- B. C. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment) until all necessary legal action has been taken in the trial Court to dispose of the matter and a Notice of Appeal has been filed, if necessary. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract.

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any additional consultation to assure an orderly transition of the matter to another attorney.

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Attorney shall immediately advise Contract Administration of any ethical complaints pending before the State Bar of Arizona. Failure to do so impermissibly constitutes a default and breach of the terms of this Contract.

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1. Cases assigned by Contract Administration under this category shall not be included in the 130 case count.
2. No agreement exists between the parties as to the number of complex extraordinary litigation assignments which shall be given to Attorney during the course of this Contract, and assignments shall be made at the discretion of Contract Administration.
3. Authorized legal representation shall be paid at the rate of \$75 per hour for serious/complex cases, as defined by the Contract and determined by Contract Administration, or \$55 an hour for Extraordinary Litigation cases, as defined by the Contract and determined by Contract Administration.
4. Capital (through party) cases shall be paid at the rate of \$100 per hour when Attorney is designated by Contract Administration as First Chair, and \$90 per hour when designated by Contract Administration as Second Chair.

5. To be a member of the Fr t Char or Seco Char o a Capital Ca e, Attor ey mu t meet all the el bilty requireme t u er Rule 6.8, P A.R.Cr. . Attor ey shall prov e Co tract A mi trator with ocume tato ub ta tat Attor ey' el bilty. Co tract A mi trator hall review a etermie the Attor ey' el bilty before a me t.
6. Once Co tract A mi trator a ca e u er th cate ory to Attor ey, Attor ey hall make every effort to mme ately etermie whether there i a ge u e co flct or other rea o ju tfy ecl ato of the a me t, a f so, shall promptly rot fy P Co tract A mi trator.
7. At the cret o of Co tract A mi trator, extraor ary o -capital mur er ca e may be e ate for a me t at the rate of \$90 per hour or \$85 per hour epe o ther e ree of ff culty a pecal P circumsta ce , a etermie by Co tract A mi trator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

A. Assignment of Cases. A me t a ub ttuto of cou el will be ma e by Co tract A mi trator. Attor ey shall accept all a me t ma e by Co tract A mi trator u le s æ u e co flct of tere t preve t ~~sto~~ ey from ethcally repre e t a Cle t. Imme ately upo a me t, Attor ey shall make every effort to etermie whether there a e u e co flct or other rea o ju tfy refu al of the a me t, a f o, hall promptly ot fy Co tract A mi trator.

B. Discontinuance of Assignments/Termination of Representation. Both part e reco ze a ack owle e that Co tract A mi trator ha cret o to a r ot o a ttor ey to a ca e, with or without cau e, a may termiate Attor ey' repre e tato pe ca e for oo cau e.

ARTICLE IV – COMPENSATION and EXPENSES

I co erato of the profe o al ervce prov e pur ua tto th Co tract, a ubject to the avalab lty a authorzato of fu , Cou ty shall pay Attor ey, but o ly for properly authorize work performe a expe e i curre ur ttor ey' a s fne t, a ollow :

A. Compensation.

1. **Base Contract Amount.** \$81,673.80 per year to be pa 12 mo thly tallme t P for wh ch Attor ey shall prov e le al ervce for 130 felo y ca e . Compe ato

in excess of the set Con r c Amoun s ll be or e ollowing:

2. Excess Fe ony Cases. Aorney m y elec o ccep elony ssignmen s in excess o 130 c ses. Aorney s ll be compens ed or e c ssignmen e r e speci ed in A c men A.

3. Excess Hours. l e ime required o represen n individu l Clien is expec ed o exceed ir y (30) ours, Aorney s ll reques pprov lo excess compens ion rom Con r c Adminis r or. Sould Con r c Adminis r or deny e reques or be un ble o consider e reques , due o con lic o ineres , Aorney m y fle pe i ion or pprov lo excess compens ion wi e presiding judge, or is designee, reques ing ddi ion l compens ion. T e reques o Con r c Adminis r or or e l pe i ion o e judge s ll con in le s e ollowing:

a. An imized lis ing o e speci ic services provided up o e d e o e reques or pe i ion s owing e moun o ime spen on e c em.i

b. A lis ing o e n icip ed ddi ion l services required o comple e e represen ion s owing e moun o ime o be required or e c i em.

c. A speci ic expl n ion o e circums nces ec ing e leng nd/or complexi y o e ri l Cour proceedings.

d. Logs, ime s ee s nd o er civi y records per ining o e c se.

Con r c Adminis r or s ll no pprove reques or compens ion or over 30 ours o work on p r icul r c se wi ou e bove requiremen s o 3 , 3 b, 3 c, nd 3 d.

4. Compensation for Vio ations of Probations, Misdemeanors, Title 36 Mental Health Assignments, Proposition 100 Hearings, Sexua y Vio ent Person cases. E c ssigned pe i ion or Prob ion Vio ion, Misdeme nor c se, nd Tile 36 Men l He l ssignmen s ll coun s ½ c se or purposes o e se Con r c Amoun c lcul ions. A Proposi ion 100 e ring ssignmen s ll coun s 1/3 o c se or purposes o e se Con r c Amoun c lcul ions. SVP c ses s ll coun s ull c se.

5. Compensation for Ear y Disposition Court Assignments. E c l c se ssigned by Con r c Adminis r or rom E rly Disposi ion Cour s ll coun s ull c se or purposes o e se Con r c Amoun .

6. Compensation for Dismissa s. Assignmen s made by Con r c Adminis r or re subsequen ly dismissed wi only de minimis Aorney p r icip ion s ll no be coun ed or compens ed s c se under e erms o is Con r c. Men l He l ssignmen s in w ic e Clien submi s o volun ry commi men wi only de minimis Aorney p r icip ion s ll no be coun ed or compens ed s c se under e erms o l

this Contract upon submission of the order of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent showing of exception in instances, compensation for dismissals shall be paid for not more than two (2) hours of professional services.

7. Compensation for Withdrawals/Substitution of Counsel. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of client shall not be counted or compensated separately under the terms of this Contract. Upon withdrawal or substitution by other counsel from non-assigned second submission to Contract Administrator of the order of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent showing of exception in instances, compensation for withdrawals shall be paid for not more than three (3) hours of professional services. Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract Administrator with a copy of said substitution.

8. Compensations for De minimis Attorney Participation. Cases in which Attorney only has three (3) or less hours of attorney work shall not be counted or compensated separately under the terms of this Contract. Attorney shall be compensated at the rate of \$50 per hour.

9. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Routine Expenses Routine expenses include copying of pleadings and papers, postage, long distance phone calls and mileage foround trips that exceed 50 miles from Attorney's base of operations. Reimbursement of routine expenses shall be made upon submission of an itemized listing for each case.

2. Extraordinary Expenses. For reimbursement of any non-routine expenses, including, but not limited to, the services of a paralegal/legal assistant or investigator, travel beyond fifty miles radius of the Yavapai County Court Building, use of an expert or transcription of documents, **Attorney must make a specific written request to Contract Administrator before incurring the expense.** All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-accounts shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

Should Contract Administrator be unable to consider the request, due to conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with detailed explanation and cost breakdown.

b. When requesting an expense, the written request should include the basis (

for retaining the art, a breakdown of the anticipated and comparative costs, the likelihood of the expert's conclusions, a analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

OUC. COUNTY will not pay for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorneys are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and all be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney times all other be considered as justification of a request for separate compensation where Attorney time would be set off for other paralegal tasks as defined below.

2. Electronic Legal research Expenses. The Court will not pay for research expenses for Arizona, Arizona Federal District Court, US 9th District and US Supreme Court. An electronic research done outside the above parameters shall be treated as Extraordinary Expenses.

3. Non-Legal Tasks. Attorneys shall not be compensated for a work performed by Attorney of a paralegal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, or filing, or similar functions. Hours spent by Attorney performing paralegal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the Court's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for process of services shall be made to the Lead Investigator of the Public Defender Office.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case. As a result of the total amount of this Contract is subject to the approval of the Board of Supervisors or its designee. **O**

ARTICLE R LIABILITY COVERAGE

For this contract to become effective Attorney shall be required to provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default immediately terminating any and all Contract obligations by County to Attorney. ,

ARTICLE I RIATE C MENSATI N

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not , represent a client for a fee on an assigned case.

ARTICLE II METH D AYMENT

A. Procedure. Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and back-up documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses investigators and any other approved vendors must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and back-up documentation from expert witnesses interpreters and contract investigators prior to submissions and approval by Contract Administrator.

B. Timely Submission of ayment Requests. Attorney shall file invoices monthly. Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622 attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE III INTER RETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator. ,

ARTICLE I INVESTIGATOR

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE I INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE I - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE II - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE III PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required k

by law.

Individuals covered by both parties shall occasionally. A party may not be able to attend a
Contractor's gathering at the community for another party to attend
each gathering for a party. A party shall **only** require each coverage from another
party who has a professional Service Contractor with Company or employed by the
Public Defender's Office.

A party shall be responsible for maintaining his/her correct telephone number, address,
and email address with Contractor Administrator, and shall provide a telephone number
change directly with a laborer as well.

ARTICLE XIV - ASSIGNMENT

A party shall assign rights to the Contractor, whole or part, without prior written
approval of Contractor Administrator. Approval may be withheld at the sole discretion of
Contractor Administrator, provided that such approval shall not be retroactively withheld.

ARTICLE XV - AUTHORITY TO CONTRACT

A party warrants that it has the power to enter into the Contractor. If a Contractor
administrator's agency determines that the Company does not have authority to enter into the
Contractor, the Company shall not be liable to a party or a third party by reason of such
determination or by reason of the Contractor.

ARTICLE XVI- FULL AND COMPLETE PERFORMANCE

The failure of either party to do one or more acts to fulfill and complete
performance with any of the terms or conditions of the Contractor to be performed on the
part of the other, or to take any action permitted herein, shall not be considered
a waiver or relinquishment of the right to perform full and complete performance of
the same, or any other covenant or condition, either before or after. The
acceptance by either party of a mistake shall not be deemed a discharge of the party
to be considered a discharge of the same.

ARTICLE XVII- CANCELLATION FOR CONFLICT OF INTEREST

The Contractor is subject to cancellation for conflict of interest pursuant to ARS § 38-511, P
the parties provide of which are incorporated into the Contractor by reference.

ARTICLE XVIII - TERMINATION

A. Without Cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

B. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriate and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XIX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Yavapai County Public Defender
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

Linda Moore
107 N. Cortez, Suite 205
Prescott, Arizona 86301

ARTICLE XIX - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XX - BOOKS AND RECORDS

Attorneys shall maintain in proper and complete books, records and accounts and complete files, including financial disposition records and itemized time sheets for each case assigned under this contract. All records shall be made available to County for inspection, audit and copying upon request. Attorneys shall not reserve electronic records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable best practice or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct. w

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY w

ATTORNEY

_____ Signature; _____ w

Date: _____ w Date: _____

**PROFESSION SERVICES CONTRACT
FOR INDIGENT SERVICES**

This contract ("Contract" entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County" and)***** ("Attorney" .

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and)

NOW, THEREFORE, the parties hereto agree as follows:

RTI E I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2015 and shall terminate on June 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract.

RTI E II - SCOPE

- . **A ssignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients" as assigned by the contract administrator ("Contract Administrator" . Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Extraordinary Litigation, Complex litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC" as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.

- B. C ompletion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.

- . **Service fter ompletion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator. In the event of withdrawal or substitution of counsel, Attorney shall be compensated as provided)

for in this contract for in addition I work need to ensure in order
transition of the matter to another attorney.

D. I Professional Services Rendered Pursuant to This Contract.

Attorney shall comply with the Arizona Rule of Professional Conduct, the local court rules, and the written administrative and procedural policies and procedures established by the court or contract Administrator. Attorney shall devote his/her time to the case assigned to provide competent, effective, and timely legal representation and shall perform the work in accordance with the terms of the contract to the best of Attorney's ability. If Attorney is an employee to perform professional services under this contract, said employee shall be suitably trained and skilled professional personnel. The cost of the Attorney's employee are considered the Attorney's cost of business and shall not be reimbursed or compensated by the court.

Attorney shall immediately advise contract Administrator of any ethical issues arising pending against Attorney before the State Bar of Arizona or other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be ground for immediate termination of this contract at the discretion of the contract Administrator.

E. I Complex, Capital, or Extraordinary Litigation Cases.

1. Complex Litigation refers to homicide cases which involve substantial and/or complex identification, liability, use of force or significant litigation.

2. Extraordinary Litigation cases refer to those cases which Attorney is unable to handle contract Administrator that proper representation requires designation of the case as Extraordinary litigation because of the nature of the case, the difficulty of the trial or legal issues in trial, bound to be major penalties, felon charges, or multi-count (i.e. more than 10) felony charges.

3. Capital Litigation refers to those cases where the State is seeking, or it is anticipated that the State will seek, the death penalty.

No agreement exists between the parties to the number of complex or extraordinary litigation assignments which shall be given to Attorney during the course of this contract. Attorney shall accept such assignments.

Assignments shall be made at the sole discretion of contract Administrator.

ARTICLE III AMENDMENT WITHDRAWAL/ SUBSTITUTION REPRESENTATION

Assignment of Cases Assignments and substitutions of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION AND EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

A. Compensation

- 1. Felony Criminal Case.** Attorney shall be compensated \$628.26 per felony assignment. Multiple counts contained in a single charging document are considered one felony case.
- 2. Misdemeanor Criminal Case.** Attorney shall be compensated \$314.13 per misdemeanor assignment. Multiple counts contained in the same charging document are considered one misdemeanor case.
- 3. Title 36 Mental Health Case.** Attorney shall be compensated \$314.13 per Title 36 assignment.
- 4. Extraordinary Litigation.** Attorney shall be compensated \$55.00 an hour for extraordinary litigation assignments. Hourly billing shall ordinarily begin from the date of assignment. However, if the case is designated as Extraordinary after assignment and after the initial payment of the Felony Criminal Case Compensation, Attorney shall commence billing at the hourly rate after completing 11 hours of work.

5. **Complex litigation assignments.** Attorney shall be compensated \$75.00 an hour for complex litigation assignments. Hourly billing shall begin from the date of assignment. If the case is designated as Complex after assignment and after the initial payment of the \$628.26, Attorney shall commence billing at the hourly rate after completing 8 hours of work. The hourly rate may be increased to \$85.00 an hour based on the complexity of the case at the discretion of the Contract A administrator.
6. **Capital litigation.** Attorney shall be compensated \$100.00 an hour as first chair in a capital case and \$90.00 an hour as second chair.
7. **Excess Hours.** If the time required to represent an individual Client in a Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract A administrator. The request to Contract A administrator shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - . Logs, time sheets and other activity records pertaining to the case.

Failure to provide all of the above shall result in a denial of the request for excess compensation by the Contract A administrator.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract A administrator from Early Disposition Court shall count as a felony case assignment even if the case is resolved in EDC.

C9. Compensation for Withdrawals/Substitution. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract A administrator of a record of hours worked, Attorney shall be compensated at the rate of \$50 per hour. Absent a showing of exceptional circumstances, compensation for withdrawals shall be paid for not more than three (3) hours of professional service. Upon the substitution of another attorney in a case, Attorney is responsible for providing Contract A administrator with a copy of said substitution.

11. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Mileage. Attorney shall be compensated for mileage for extraordinary travel exceeding 60 miles from the Courthouse where the case is assigned. Extraordinary travel does not include travel to and from the Courthouse or to and from the County Jail.

2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building, experts, or transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All subcontractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Court Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the expert, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY WILL NOT PAY for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. Electronic Legal research Expenses. The County will not pay for the costs of

electronic reference

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of non-legal nature that would ordinarily be performed by court reporter, including: secretarial and clerical court work involved in reviewing and transmitting documents, copying, organizing, filing or similar function. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount

U 3. Unapproved Fees/Expenses Failure to obtain prior approval for fees and expenses required by this Contract shall constitute waiver of Attorney's right to additional compensation

4. Service of Process. Either the in-house investigator of the Public Defender or the County Sheriff's Department will normally be able to serve Attorney's subpoena. Request for service of process shall be made to the Lead Investigator of the Public Defender Office

5. Copies. The county will not pay for copies of documents generated in the ordinary course of litigation. Attorney may use the copier at the Court house. If large amount of copies is necessary in given case, Attorney may request approval to bill for the cost of copies. This request must be in writing and approval must be received prior to incurring the cost

D. Change in Rates of Compensation The rate of compensation established in this Contract is subject to the provision of ARS § 13-4013 and may be changed if the Court or Contract Administrator determine that it is necessary to change the rate of compensation in accordance

ARTICLE V - PROOF OF LIABILITY COVERAGE

Prior to undertaking any work under this contract Attorney shall provide Contract Administrator with proof of Attorney's Lawyer Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent client for fee on non-signed case

ARTICLE VIII – PAYMENT

- A. Procedure for Non-hourly Billing Case Assignments.** Attorney shall submit an invoice for each non-hourly billing case assignment. The invoice shall be submitted no earlier than 14 days from the date of assignment unless the case is resolved in EDC. The invoice shall be submitted no later than 30 days after the conclusion of the case. If attorney withdraws from a Case prior to the completion of representation, the Contract Administrator may require attorney to account for the time expended on the case and may ask Attorney to return all or part of the payment for the representation where appropriate.

- B. Procedure for Hourly Billing.** Attorney shall submit to Contract Administrator an invoice with an itemization of time spent on the case and supporting documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and supporting documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.

- C. Timely Submission of Payment Requests.** Attorney shall file invoices monthly. Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE III – REQUESTS FOR EXPENSES

All requests for expenses shall be directed to the Contract Administrator. The Contract Administrator has sole discretion to approve or disapprove of the request. If Attorney disagrees with this decision he/she may motion to the Court for approval of the request. A copy of any such motion shall be sent to the Contract Administrator. If Attorney believes a conflict exists which prevents requesting approval from the Contract Administrator, Attorney shall seek approval from the Court. The contract administrator shall assume he can act on all requests received from Attorney and may ask for additional information to evaluate the propriety of the request.

ARTICLE IX - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator. **g**

ARTICLE I - INVESTIGATOR

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE II - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, Attorney's agents, employees or anyone under Attorney's direction or control or on Attorney's behalf in connection with performance of this Contract.

ARTICLE III - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment to this Contract.

ARTICLE IV - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE V - PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any k

obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorneys shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorneys shall be responsible for maintaining his/ her current telephone number, address, and mail address with Contract Administrator and the Yavapai County Jail authorities.

ARTICLE XV - ASSIGNMENT

Attorneys shall not assign Attorney's rights to this Contract, in whole or in part, without the written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approvals shall not be unreasonably withheld.

ARTICLE XVI - AUTHORITY TO CONTRACT

Attorney warrants Attorney's right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on or to insist upon full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action militating as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any of the covenant or condition, in the past or in the future. The acceptance by either party of sums less than may be due and owing at any times shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause. y

1. County reserves the right to terminate this Contract at any time and without cause by giving upon Attorney 30 day advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by giving upon Contract Administrator 30 day advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, the County is not sufficiently appropriated and available monies for the purpose of maintaining County's other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be delivered by delivery or by certified mail upon the other party as follows:

COUNTY: 2
 Yavapai County Public Defender
 Attn: Contract Administrator 2
 595 White Sparrow Road 2
 Prescott, Arizona 86303 2

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is non-exclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE II MISCELLANEOUS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including financial disbursement records and time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE III ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

OR ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

**PROFESSION SERVICES CONTRACT
FOR INDIGENT SERVICES**

This contract ("Contract" entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County" and)***** ("Attorney" .

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and)

NOW, THEREFORE, the parties hereto agree as follows:

RTI E I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2016 and shall terminate on June 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract.

RTI E II - SCOPE

- . **A ssignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients" as assigned by the contract administrator ("Contract Administrator" . Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Extraordinary Litigation, Complex litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC" as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.

- B. C ompletion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.

- . **Service fter ompletion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.)

D. Professional Services Rendered Pursuant to This Contract.

Attorneys 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 or Contract Administrator. Attorneys shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

Attorneys shall immediately advise Contract Administrator of any ethical complaints pending against Attorney before the State Bar of Arizona or any other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract at the discretion of the Contract Administrator.

E. Complex and Capital Litigation

1. Complex Litigation refers to homicide cases which involve substantial and/or complex scientific or technical issues of fact or significant litigation.

2. Capital Litigation refers to those cases where the State is seeking, or it is anticipated that the State will seek, the death penalty.

No agreement exists between the parties as to the number of complex or capital litigation assignments which shall be assigned to Attorney during the course of this Contract. Attorneys shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

Assignment of Cases. Assignments and substitutions of counsel will be made by the Contract Administrator. Attorneys shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorneys shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorneys shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

Administrative

Continuance of Assignments/Termination of Representation Contract Administrator has discretion to assign or not assign Attorney to any case, with or without use, and may terminate Attorney's representation in pending cases for good cause

A. TITLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

A. Compensation

- 1. Felony Criminal Case** Attorney shall be compensated \$800.00 per felony assignment. Multiple counts contained in single charging document are considered one felony case.
- 2. Misdemeanor Criminal Case** Attorney shall be compensated \$400.00 per misdemeanor assignment. Multiple counts contained in the same charging document are considered one misdemeanor case.
- 3. Title 36 Mental Health Case** Attorney shall be compensated \$350.00 per Title 36 assignment.
- 4. Complex Litigation** Attorney shall be compensated \$75.00 per hour for complex litigation assignments. Hourly billing shall begin from the date of assignment. If the case is designated as complex after assignment and after the initiation of the \$800.00, Attorney shall commence billing at the hourly rate after completing 10 hours of work.
- 5. Capital Litigation** Attorney shall be compensated \$100.00 per hour's first chair in capital case and \$90.00 per hour's second chair.
- 6. Excess Hours** If the time required to represent an individual Client in Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract Administrator. The request to Contract Administrator shall contain the following:

An itemized listing of the specific services provided up to the date of the Request for Petition showing the amount of time spent on each item.

b. A list of the anticipated additional services required to complete the representation will estimate the time to be required for each item.

c. A specific explanation of the circumstances affecting the legal/contract complexity of the trial Court proceedings.

d. Lists, times sheets and other activity records pertaining to the case.

Failure to provide all the above shall result in a denial of the request for excess compensation by the Contract Administrator. Attorneys shall be compensated at a rate of \$60.00 an hour worked per hour in excess of 25 hours.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator to an Early Disposition Courts shall count as a felony case assigned even if the case is resolved in EDC.

9. Compensation for Withdrawals/Substitution. Cases in which Attorney withdraws or is substituted by the court shall be compensated as a case under the terms of this Contract. Upon withdrawal or substitution by the court shall be assigned case and submitted to Contract Administrator for a record. Hours worked, Attorneys shall be compensated at the rate of \$60 per hour. If Attorney has already billed the \$800.00, Attorney is responsible for reimbursing the Yavapai County the difference at the hourly rate for the time spent on the case and the previously billed \$800.00.

11. Hourly Billings. All billings for hourly services shall be submitted in increments of one hour for services rendered.

B. Expenses

1. Mileage. Attorneys shall be compensated for mileage for extraordinary travel exceeding 60 miles from the Court use where the case is assigned. Extraordinary travel does not include travel to and from the Court use or to and from the County Jail.

2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building, experts, transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit bills to the Attorney. Attorneys shall review bills, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for \$

Approval _____ presiding judge, or _____ signed, requiring
expedited, but for recurring expenses, additional explanation and
cost breakdown.

b. Whenever requesting an expert, the request should include
basis for retaining the expert, a breakdown of the cap and
comparative costs, likely admissibility of the expert's conclusions, an
analysis of other options available and why they may be more cost-
effective, and probably a case or two illustrating the point.

C. COUNTY will not pay for following unnecessary expenses:

1. Support Staff. Base Contract Amounts and hourly rates paid to County are
not to include services rendered by other persons including paralegals, clerks,
secretaries or other support personnel. Support compensation of such persons shall be
considered an extraordinary expense and shall be submitted to Contract Administrator
for approval as an other support request. Requests for approval should specify tasks to
be performed by support staff, merited and relevant costs as well as cost
savings and/or offsets as a justification of the request. Savings in
County expenses shall be considered as justification for support
compensation for County time would be spent performing non-legal tasks as
defined below.

2. Electronic Legal research Expenses. The County will not pay for costs of
licensing services.

3. Non-Legal Tasks. County shall not be compensated for any work performed by
County of a non-legal nature that could ordinarily be performed by support personnel,
including: secretarial and clerical support work involving preparation and transmittal
documents, copying, organizing, filing or similar functions. Hours spent by County
performing non-legal tasks shall not be included in calculation of compensation in excess
of Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and
expenses as required by the Contract shall constitute a violation of County's right to
additional compensation.

4. Service of Process. Eminent domain proceedings of Public Defender or
County's Sheriff's Department will normally be available to County's subpoenas.
Requests for service of process shall be made to the Legal Services Director of Public
Defender Office.

5. Copies. The County will not pay for copies of documents generated in ordinary
course of litigation. County may use copies as a courtesy. If a large amount
of copies is necessary in a given case, County may request approval of bill for _____

costs of copies is requested must be in writing and approval must be provided prior to incurring the costs

D. Change in Rates of Compensation Rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the County Contract Administrator determines that it is necessary to change the rates of compensation in a particular case

ARTICLE V - PROOF OF LIABILITY COVERAGE

Prior to undertaking any work under this contract Attorney shall provide Contract Administrator with proof of Attorney's Law Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall not accept any form of compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case

ARTICLE VII - METHOD OF PAYMENT

- A. Procure or Non Hourly Billing Case Assignments** Attorney shall submit an invoice for each non-hourly billing case assignment. Invoices shall be submitted no later than 14 days from the date of assignment unless the case is solved in EDC. Invoices shall be submitted no later than 30 days after the conclusion of the case. If attorney withdraws from a Case prior to completion of presentation, the Contract Administrator may require attorney to account for the time expended on the case and may ask Attorney to turn all or part of the payment for the presentation with appropriate
- B. Procure Hourly Billing** Attorney shall submit to Contract Administrator an invoice with itemization of time spent on the case and supporting documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for verifying and verifying all bills and supporting documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator

C. Timely Submission of Payment Request . Attorney shall file invoice monthly. Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. **Payment by County to be Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII – REQUEST FOR EXPENSE

All requests for expenses shall be directed to the Contract Administrator. The Contract Administrator has sole discretion to approve or disapprove of the request. If Attorney disagrees with this decision he/she may motion to the Court for approval of the request. A copy of any such motion shall be sent to the Contract Administrator. If Attorney believes a conflict exists which prevents requesting approval from the Contract Administrator, Attorney shall seek approval from the Court. The contract administrator shall assume he can act on all requests received from Attorney and may ask for additional information to value the property of the request.

ARTICLE IX - INTERPRETER

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of-Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE X – INVESTIGATOR

When deemed necessary, Attorney shall make requests for investigatory assistance to the Public Defender's Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE XI - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, Attorney's agents, employees or anyone under Attorney's direction or control or on Attorney's behalf in connection with performance of this Contract.

ARTICLE XII - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the

the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any act or acts relating to this Contract shall be brought in a Court of the State of Arizona or Yavapai County. Any charges for the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not equate a amendment to this Contract.

ARTICLE XIII - INDEPENDENT CONTRACTOR ACT

The status of the Contractor shall be that of an independent contractor. Neither the Contractor, nor the Contractor's offices, agents or employees shall be considered an employee of County or be entitled to receive any employee-related benefits under the Yavapai County Merit System. The Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of the Contractor's failure to pay such taxes.

ARTICLE XIV - PERSONAL SERVICES CONTRACT ACT

This Contract as a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. The Contractor shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be equated by law.

It is understood by both parties that occasionally the Contractor may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for the Contractor. The Contractor shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

The Contractor shall be responsible for maintaining his/her current telephone number, address, and email address with Contract Administrator and the Yavapai County Jail authorities.

ARTICLE XV - ASSIGNMENT

The Contractor shall not assign the Contractor's rights to this Contract, in whole or in part, without the prior approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XVI - AUTHORITY TO CONTRACT

Attorney with right and power to enter into the Contract. If any Court or administrative agency determine that County does not have authority to enter into the Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of the Contract.

ARTICLE XV - FULL AND COMPLETE PERFORMANCE

The failure of either party to perform one or more instances upon the full and complete performance with any of the terms or conditions of the Contract to be performed on the part of the other, or to take any action permitted or required thereof, shall not be construed as waiver or relinquishment of the right to perform upon full and complete performance of the time, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed in accordance therewith.

ARTICLE XV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XX - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County is only obligated to Attorney shall be payment for services rendered in connection with previously agreed care.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of the Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated for any reason, there is no obligation to appropriate and available money for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE I

Any notice required or permitted to be given under this contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COU

COUNTY: COCONINO
Yavapai County Public Defender
Attention: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

OR ATTORNEY:

ARTICLE II

Attorney understands that this contract is nonexclusive and is for the sole convenience of COCONINO COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE III

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE IV

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

I WITNESSE WHERE, the parties hereto have executed this contract. C

YAVAPAI COUNTY

A O R Y

_____ Signature; _____

Date: _____ Date: _____

**PROFESSIONAL SERVICES CONTRACT
CRIMINAL DEFENSE INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and ("Attorney").

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2017 and shall terminate on June 30, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Homicide Litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC") as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.
- D. Professional Services Rendered Pursuant to This Contract.** Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending against Attorney before the State Bar of Arizona or any other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract at the discretion of the Contract Administrator.

E. Homicide and Capital Litigation

1. Homicide Litigation refers to homicide cases which involve substantial and/or complex scientific or technical issues of fact or significant litigation.

2. Capital Litigation refers to those cases where the State is seeking, or it is anticipated that the State will seek, the death penalty.

No agreement exists between the parties as to the number of complex or capital litigation assignments which shall be assigned to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

Assignment of Cases. Assignments and substitutions of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

A. Compensation.

- 1. Felony Criminal Case.** Attorney shall be compensated \$800.00 per felony assignment. Multiple counts contained in a single charging document are considered one felony case.
- 2. Misdemeanor Criminal Case.** Attorney shall be compensated \$400.00 per misdemeanor assignment. Multiple counts contained in the same charging document are considered on misdemeanor case.
- 3. Title 36 Mental Health Case.** Attorney shall be compensated \$350.00 per Title 36 assignment.
- 4. Homicide Litigation.** Attorney shall be compensated \$75.00 an hour for Homicide litigation assignments. Hourly billing shall begin from the date of assignment.
- 5. Capital Litigation.** Attorney shall be compensated \$100.00 an hour as first chair in a capital case and \$90.00 an hour as second chair.
- 6. Excess Hours.** If the time required to represent an individual Client in a Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract Administrator. The request to Contract Administrator shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Failure to provide all of the above shall result in a denial of the request for excess compensation by the Contract Administrator. Attorney shall be compensated at a rate of \$60.00 an hour for worked performed in excess of 25 hours.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a felony case assignment even if the case is resolved in EDC.

9. Compensation for Withdrawals/Substitution. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$60 per hour up to \$800 if the attorney has worked less than 25 hours on the case. If Attorney has already billed the \$800.00, Attorney may be responsible for reimbursing the Yavapai County the difference between the actual hours billed on the case and the previously billed \$800.00.

11. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Mileage. Attorney shall be compensated for mileage for extraordinary travel exceeding 60 miles from the Courthouse where the case is assigned. Extraordinary travel does not include travel to and from the Courthouse or to and from the County Jail.

2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building to which the case is assigned, experts, or transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the expert, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

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3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including: secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for service of process shall be made to the Lead Investigator of the Public Defender Office.

5. Copies. The county will not pay for copies of documents generated in the ordinary course of litigation. Attorney may use the copiers at the Courthouse. If a large amount of copies is necessary in a given case, Attorney may request approval to bill for the costs of copies. This request must be in writing and approval must be received prior to incurring the costs.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case.

ARTICLE V - PROOF OF LIABILITY COVERAGE

Prior to undertaking any work under this contract Attorney shall provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

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- B. Procedure Hourly Billing.** Attorney shall submit to Contract Administrator an invoice with an itemization of time spent on the case and supporting documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and supporting documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.
- C. Timely Submission of Payment Requests. Attorney shall file invoices monthly.** Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII – REQUESTS FOR EXPENSES

All requests for expenses shall be directed to the Contract Administrator. The Contract Administrator has sole discretion to approve or disapprove of the request. If Attorney disagrees with this decision he/she may motion to the Court for approval of the request. A copy of any such motion shall be sent to the Contract Administrator. If Attorney

believes a conflict exists which prevents requesting approval from the Contract Administrator, Attorney shall seek approval from the Court. The contract administrator shall assume he can act on all requests received from Attorney and may ask for additional information to evaluate the propriety of the request.

ARTICLE IX - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of- Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE X – INVESTIGATORS

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE XI - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, Attorney's agents, employees or anyone under Attorney's direction or control or on Attorney's behalf in connection with performance of this Contract.

ARTICLE XII - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment to this Contract

ARTICLE XIII - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIV – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her current telephone number, address, and email address with Contract Administrator and the Yavapai County Jail authorities.

ARTICLE XV - ASSIGNMENT

Attorney shall not assign Attorney's rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XVI - AUTHORITY TO CONTRACT

Attorney warrants Attorney's right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete

performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause.

- 1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
- 2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Yavapai County Public Defender
Attn: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XXII - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

**PROFESSIONAL SERVICES CONTRACT
CRIMINAL DEFENSE INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and _____ ("Attorney").

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2018 and shall terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Homicide Litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC") as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.
- D. Professional Services Rendered Pursuant to This Contract.** Attorney 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 or Contract Administrator. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending against Attorney before the State Bar of Arizona or any other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract at the discretion of the Contract Administrator.

E. Homicide and Capital Litigation

1. Homicide Litigation refers to homicide cases which involve substantial and/or complex scientific or technical issues of fact or significant litigation.

2. Capital Litigation refers to those cases where the State is seeking, or it is anticipated that the State will seek, the death penalty.

No agreement exists between the parties as to the number of complex or capital litigation assignments which shall be assigned to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

Assignment of Cases. Assignments and substitutions of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Contract Administrator has discretion to assign or not assign Attorney to any case, with or without

cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

A. Compensation.

- 1. Felony Criminal Case.** Attorney shall be compensated \$800.00 per felony assignment. Multiple counts contained in a single charging document are considered one felony case.
- 2. Misdemeanor Criminal Case.** Attorney shall be compensated \$400.00 per misdemeanor assignment. Multiple counts contained in the same charging document are considered on misdemeanor case.
- 3. Title 36 Mental Health Case.** Attorney shall be compensated \$350.00 per Title 36 assignment.
- 4. Homicide Litigation.** Attorney shall be compensated \$75.00 an hour for Homicide litigation assignments. Hourly billing shall begin from the date of assignment.
- 5. Capital Litigation.** Attorney shall be compensated \$100.00 an hour as first chair in a capital case and \$90.00 an hour as second chair.
- 6. Excess Hours.** If the time required to represent an individual Client in a Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract Administrator. The request to Contract Administrator shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Failure to provide all of the above shall result in a denial of the request for excess compensation by the Contract Administrator. Attorney shall be compensated at a rate of

\$60.00 an hour for worked performed in excess of 25 hours.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a felony case assignment even if the case is resolved in EDC.

9. Compensation for Withdrawals/Substitution. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$60 per hour up to \$800 if the attorney has worked less than 25 hours on the case. If Attorney has already billed the \$800.00, Attorney may be responsible for reimbursing the Yavapai County the difference between the actual hours billed on the case and the previously billed \$800.00.

11. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Mileage. Attorney shall be compensated for mileage for extraordinary travel exceeding 60 miles from the Courthouse where the case is assigned. Extraordinary travel does not include travel to and from the Courthouse or to and from the County Jail.

2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building to which the case is assigned, experts, or transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the expert, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-

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It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

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ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the

part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Yavapai County Public Defender
Attn: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XXII - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

_____ Signature; _____

Date: _____ Date: _____

**PROFESSIONAL SERVICES CONTRACT
CRIMINAL DEFENSE INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and ("Attorney").

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2020 and shall terminate on June 30, 2021, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Homicide Litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC") as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.
- D. Professional Services Rendered Pursuant to This Contract.** Attorney 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 or Contract Administrator. Attorney shall meet all professional standards set out in the American Bar Association Guidelines in Capital Representation assigned pursuant to this contract. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending against Attorney before the State Bar of Arizona or any other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract at the discretion of the Contract Administrator.

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No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Contract

Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

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- 5. Capital Litigation.** Attorney shall be compensated \$100.00 an hour as first chair in a capital case and \$90.00 an hour as second chair.
- 6. Excess Hours.** If the time required to represent an individual Client in a Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract Administrator. The request to Contract Administrator shall contain at least the following:
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 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Failure to provide all of the above shall result in a denial of the request for excess

compensation by the Contract Administrator. Attorney shall be compensated at a rate of \$60.00 an hour for worked performed in excess of 25 hours.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a felony case assignment even if the case is resolved in EDC.

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2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building to which the case is assigned, experts, or transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the expert, a breakdown of the anticipated and comparative costs, the likely admissibility of the expert's conclusions, an

analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

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3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for service of process shall be made to the Lead Investigator of the Public Defender Office.

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D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the Court or Contract Administrator determines that it is necessary to change the rates of

compensation in a particular case.

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Prior to undertaking any work under this contract Attorney shall provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

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- B. Procedure Hourly Billing.** Attorney shall submit to Contract Administrator an invoice with an itemization of time spent on the case and supporting documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and supporting documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.
- C. Timely Submission of Payment Requests. Attorney and experts retained with approval of the contract administrator shall file invoices monthly.** Payment Requests received after 180 days will not be honored. Pursuant to ARS §11-622, attorney has no right to payment and the County will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought. Additionally, Payment Requests must be made with in 30 days of the end of the fiscal year in which the services are rendered. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII – REQUESTS FOR EXPENSES

All requests for expenses shall be directed to the Contract Administrator. The Contract Administrator has sole discretion to approve or disapprove of the request. If Attorney disagrees with this decision he/she may motion to the Court for approval of the request. A copy of any such motion shall be sent to the Contract Administrator. If Attorney believes a conflict exists which prevents requesting approval from the Contract Administrator, Attorney shall seek approval from the Court. The contract administrator shall assume he can act on all requests received from Attorney and may ask for additional information to evaluate the propriety of the request.

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Attorney shall make requests for interpreters for non-English speaking Clients for all out-of- Court interviews and transcriptions of interviews to the Contract Administrator.

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When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE XI - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, Attorney's agents, employees or anyone under Attorney's direction or control or on Attorney's behalf in connection with performance of this Contract.

ARTICLE XII - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment to this Contract.

The parties warrant that at all times during the term of this Contract they will comply with state and federal immigration laws applicable to the parties, and their employees, and with the requirements of A.R.S. § 23-214 (A). The parties shall further ensure that each

subcontractor who performs work under this contract will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of this contract. The parties reserve the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

ARTICLE XIII - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIV – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her current telephone number, address, and email address with Contract Administrator and the Yavapai County Jail authorities.

ARTICLE XV - ASSIGNMENT

Attorney shall not assign Attorney's rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XVI - AUTHORITY TO CONTRACT

Attorney warrants Attorney's right and power to enter into this Contract. If any Court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Yavapai County Public Defender
Attn: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XXII - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

Signature: _____

Date: _____

Date: _____

**PROFESSIONAL SERVICES CONTRACT
CRIMINAL DEFENSE INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and ("Attorney").

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2020 and shall terminate on June 30, 2021, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Homicide Litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC") as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.
- D. Professional Services Rendered Pursuant to This Contract.** Attorney 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 or Contract Administrator. Attorney shall meet all professional standards set out in the American Bar Association Guidelines in Capital Representation assigned pursuant to this contract. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

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The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIV – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

Attorney shall be responsible for maintaining his/her current telephone number, address, and email address with Contract Administrator and the Yavapai County Jail authorities.

ARTICLE XV - ASSIGNMENT

Attorney shall not assign Attorney's rights to this Contract, in whole or in part, without prior written approval of Contract Administrator. Approval may be withheld at the sole discretion of Contract Administrator, provided that such approval shall not be unreasonably withheld.

ARTICLE XVI - AUTHORITY TO CONTRACT

Attorney warrants Attorney's right and power to enter into this Contract. If any Court or

administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Attorney or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Yavapai County Public Defender
Attn: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XXII - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAVAPAI COUNTY

ATTORNEY

Signature: _____

Date: _____ Date: _____

**PROFESSIONAL SERVICES CONTRACT
CRIMINAL DEFENSE INDIGENT SERVICES**

This contract ("Contract") entered into between Yavapai County, a body politic and corporate of the State of Arizona ("County") and ("Attorney").

WITNESSETH

WHEREAS, County requires the services of an attorney qualified to provide indigent defense services,

WHEREAS, Attorney is an Attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM OF CONTRACT

The effective date of this Contract is July 1, 2021 and shall terminate on June 30, 2022, unless sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE II – SCOPE

- A. Assignment.** Attorney shall provide legal assistance and representation to those eligible persons ("Client" or "Clients") as assigned by the contract administrator ("Contract Administrator"). Assignments may include the following types of cases: Criminal Felony; Criminal Misdemeanor, Title 36 Mental Health, Homicide Litigation and Capital Litigation. Attorney shall appear at Early Disposition Court ("EDC") as assigned by Contract Administrator. It is the sole responsibility of the Attorney to find coverage for assigned EDC days. Assignments shall be made at the sole discretion of Contract Administrator.
- B. Completion of Representation.** Subject only to withdrawal or substitution permitted by a court, Attorney's representation shall be from the date of assignment until all necessary legal action has been taken in the trial Court to dispose of the matter. Once assigned, Attorney's duty to represent a Client shall survive the expiration date of this Contract. Representation is complete upon dismissal, acquittal, or sentencing. The filing of a Notice of Appeal, when applicable, is considered part of the representation.
- C. Service After Completion of Representation.** Attorney is not entitled to reimbursement for work performed after Completion of Representation, unless such work is expressly authorized by Contract Administrator.
- D. Professional Services Rendered Pursuant to This Contract.** Attorney 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 or Contract Administrator. Attorney shall meet all professional standards set out in the American Bar Association Guidelines in Capital Representation assigned pursuant to this contract. Attorney shall devote such time to the cases assigned so as to provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Contract to the best of Attorney's ability. If Attorney uses any employee(s) to perform professional services under this Contract, said employee(s) shall be suitably trained and skilled professional personnel. The costs of the Attorney's employees are considered the Attorney's cost of business and shall not be reimbursed or compensated by the County.

Attorney shall immediately advise Contract Administrator of any ethical complaints pending against Attorney before the State Bar of Arizona or any other State or Federal Bar of which Attorney is a member. Failure to do so will place Attorney in default and be grounds for immediate termination of this Contract at the discretion of the Contract Administrator.

E. Homicide and Capital Litigation

1. Homicide Litigation refers to homicide cases which involve substantial and/or complex scientific or technical issues of fact or significant litigation.

2. Capital Litigation refers to those cases where the State is seeking, or it is anticipated that the State will seek, the death penalty.

No agreement exists between the parties as to the number of complex or capital litigation assignments which shall be assigned to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

Assignment of Cases. Assignments and substitutions of counsel will be made by Contract Administrator. Attorney shall accept all assignments made by Contract Administrator unless a genuine conflict of interest prevents Attorney from ethically representing a Client. Immediately upon assignment, Attorney shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the assignment, and if so, shall promptly notify Contract Administrator.

No agreement exists between the parties as to the number assignments which shall be given to Attorney during the course of this Contract. Attorney shall accept any such assignments. Assignments shall be made at the sole discretion of Contract Administrator.

B. Discontinuance of Assignments/Termination of Representation. Contract Administrator has discretion to assign or not assign Attorney to any case, with or without cause, and may terminate Attorney's representation in pending cases for good cause.

ARTICLE IV – COMPENSATION and EXPENSES

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, County shall pay Attorney for properly authorized work performed as follows:

A. Compensation.

- 1. Felony Criminal Case.** Attorney shall be compensated \$800.00 per felony assignment. Multiple counts contained in a single charging document are considered one felony case.
- 2. Misdemeanor Criminal Case.** Attorney shall be compensated \$400.00 per misdemeanor assignment. Multiple counts contained in the same charging document are considered on misdemeanor case.
- 3. Title 36 Mental Health Case.** Attorney shall be compensated \$350.00 per Title 36 assignment.
- 4. Homicide Litigation.** Attorney shall be compensated \$75.00 an hour for Homicide litigation assignments. Hourly billing shall begin from the date of assignment.
- 5. Capital Litigation.** Attorney shall be compensated \$100.00 an hour as first chair in a capital case and \$90.00 an hour as second chair.
- 6. Excess Hours.** If the time required to represent an individual Client in a Felony, Misdemeanor, or Title 36 case, is expected to exceed twenty-five (25) hours, Attorney may request approval of excess compensation from the Contract Administrator. The request to Contract Administrator shall contain at least the following:
 - a. An itemized listing of the specific services provided up to the date of the request or petition showing the amount of time spent on each item.
 - b. A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.
 - c. A specific explanation of the circumstances affecting the length and/or complexity of the trial Court proceedings.
 - d. Logs, time sheets and other activity records pertaining to the case.

Failure to provide all of the above shall result in a denial of the request for excess compensation by the Contract Administrator. Attorney shall be compensated at a rate of \$60.00 an hour for worked performed in excess of 25 hours.

8. Compensation for Early Disposition Court Assignments. Each case assigned by Contract Administrator from Early Disposition Court shall count as a felony case assignment even if the case is resolved in EDC.

9. Compensation for Withdrawals/Substitution. Cases in which Attorney withdraws or is substituted by other counsel prior to comprehensive representation of a client shall not be counted or compensated as a case under the terms of this Contract. Upon withdrawal or substitution by other counsel from an assigned case and submission to Contract Administrator of a record of hours worked, Attorney shall be compensated at the rate of \$60 per hour up to \$800 if the attorney has worked less than 25 hours on the case. If Attorney has already billed the \$800.00, Attorney may be responsible for reimbursing the Yavapai County the difference between the actual hours billed on the case and the previously billed \$800.00.

10. Hourly Billings. All billings for hourly services shall be submitted in increments of one-tenth of an hour for services rendered.

B. Expenses

1. Mileage. Attorney shall be compensated for mileage for extraordinary travel exceeding 60 miles from the Courthouse where the case is assigned. Extraordinary travel does not include travel to and from the Courthouse or to and from the County Jail.

2. Extraordinary Expenses. Attorney must make a specific written request to Contract Administrator **before** incurring ancillary expenses. These include but are not limited to the following expenses: paralegal, investigator, travel beyond a 60 mile radius of the Yavapai County Court building to which the case is assigned, experts, or transcripts. All expenses shall be in accordance with Yavapai County Guidelines unless specifically authorized by Contract Administrator or Court order. All sub-contractors shall submit billing through Attorney. Attorney shall review billing, certify that all costs are reasonable and forward to the Contract Administrator.

a. If Attorney believes the Contract Administrator is unable to consider the request, due to a conflict of interest, Attorney may file a Petition for Approval with the presiding judge, or his designee, requesting the expenditure, before incurring the expense, with a detailed explanation and cost breakdown.

b. When requesting an expert, the written request should include the basis for retaining the expert, a breakdown of the anticipated and

comparative costs, the likely admissibility of the expert's conclusions, an analysis of other options that could be utilized which may be more cost-effective, and the probability that the case will proceed to trial.

C. COUNTY will not pay for the following unless otherwise specified:

1. Support Staff. Base Contract Amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. Separate compensation of such persons will be considered an extraordinary expense and shall be submitted to Contract Administrator for approval as are other such requests. Requests for approval should specify tasks to be performed by support staff, time required and relevant costs as well as the cost savings and/or other efficiencies that justify consideration of the request. Savings in Attorney time shall not be considered as justification of a request for separate compensation where Attorney time would be spent performing non-legal tasks as defined below.

2. Electronic Legal Research Expenses. The County will not pay for the costs of electronic research.

3. Non-Legal Tasks. Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including: secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the Base Contract Amount.

3. Unapproved Fees/Expenses. Failure to obtain prior approval for fees and expenses as required by this Contract shall constitute a waiver of Attorney's right to additional compensation.

4. Service of Process. Either the in-house investigators of the Public Defender or the County's Sheriff's Department will normally be able to serve Attorney's subpoenas. Requests for service of process shall be made to the Lead Investigator of the Public Defender Office.

5. Copies. The county will not pay for copies of documents generated in the ordinary course of litigation. Attorney may use the copiers at the Courthouse. If a large amount of copies is necessary in a given case, Attorney may request approval to bill for the costs of copies. This request must be in writing and approval must be received prior to incurring the costs.

D. Change in Rates of Compensation. The rates of compensation established in this Contract are subject to the provisions of ARS § 13-4013 and may be changed if the

Court or Contract Administrator determines that it is necessary to change the rates of compensation in a particular case.

ARTICLE V - PROOF OF LIABILITY COVERAGE

Prior to undertaking any work under this contract Attorney shall provide Contract Administrator with proof of Attorney's Lawyers Professional Liability Policy Coverage for the term of this Contract. Failure by Attorney to maintain such coverage throughout the term of this Contract shall place Attorney in automatic default, immediately terminating any and all Contract obligations by County to Attorney.

ARTICLE VI - PRIVATE COMPENSATION

Attorney shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

ARTICLE VII - METHOD OF PAYMENT

- A. Procedure for Non Hourly Billing Case Assignments.** Attorney shall submit an invoice for each non-hourly billing case assignment. The invoice shall be submitted no earlier than 14 days from the date of assignment unless the case is resolved in EDC. The invoice shall be submitted no later than 45 days after assignment of the case. If attorney withdraws from a Case prior to the completion of representation, the Contract Administrator may require attorney to account for the time expended on the case and may ask Attorney to return all or part of the payment for the representation where appropriate.
- B. Procedure Hourly Billing.** Attorney shall submit to Contract Administrator an invoice with an itemization of time spent on the case and supporting documentation for reimbursement of any expenses. All bills for services rendered by expert witnesses, investigators and any other approved vendors, must be submitted with appropriate documentation to Contract Administrator and must be in accordance with this Contract and the Yavapai County Guidelines. Attorney will be responsible for reviewing and verifying all bills and supporting documentation from expert witnesses, interpreters, and contract investigators prior to submissions and approval by Contract Administrator.
- C. Timely Submission of Payment Requests. Attorney and experts retained with approval of the contract administrator shall file invoices monthly.** Payment Requests received after 180 days will not be honored, pursuant to ARS §11-622. Additionally, Payment Requests must be made with-in 30 days of the end of the fiscal year in which the services are rendered. **Payment by County to Attorney shall be to a direct deposit account designated by Attorney.**

ARTICLE VIII – REQUESTS FOR EXPENSES

All requests for expenses shall be directed to the Contract Administrator. The Contract Administrator has sole discretion to approve or disapprove of the request. If Attorney disagrees with this decision he/she may motion to the Court for approval of the request. A copy of any such motion shall be sent to the Contract Administrator. If Attorney believes a conflict exists which prevents requesting approval from the Contract Administrator, Attorney shall seek approval from the Court. The contract administrator shall assume he can act on all requests received from Attorney and may ask for additional information to evaluate the propriety of the request.

ARTICLE IX - INTERPRETERS

Attorney shall make requests for interpreters for non-English speaking Clients for all out-of- Court interviews and transcriptions of interviews to the Contract Administrator.

ARTICLE X – INVESTIGATORS

When deemed necessary, Attorney shall make requests for investigative assistance to the Public Defender Lead Investigator, who shall utilize in-house investigators for non-conflict cases when workloads permit, and shall assign a contract investigator on conflict or overflow cases pursuant to a fee structure and registry established by the Contract Administrator.

ARTICLE XI - INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, Attorney's agents, employees or anyone under Attorney's direction or control or on Attorney's behalf in connection with performance of this Contract.

ARTICLE XII - COMPLIANCE WITH LAWS

Attorney shall comply with all federal, state, and local laws, rules and regulations, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a Court of the State of Arizona in Yavapai County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment to this Contract.

The parties warrant that at all times during the term of this Contract they will comply with state and federal immigration laws applicable to the parties, and their employees, and with the requirements of A.R.S. § 23-214 (A). The parties shall further ensure that each

subcontractor who performs work under this contract will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of this contract. The parties reserve the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

ARTICLE XIII - INDEPENDENT CONTRACTOR

The status of Attorney shall be that of an independent contractor. Neither Attorney, nor Attorney's officers, agents or employees shall be considered an employee of County or be entitled to receive any employment-related benefits under the Yavapai County Merit System. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Attorney's failure to pay such taxes.

ARTICLE XIV – PERSONAL SERVICES CONTRACT

This Contract is a personal services contract and cases may not be subcontracted to other attorneys without the express written consent of Contract Administrator. Attorney shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that Attorney is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay any money due any subcontractor, except as may be required by law.

It is understood by both parties that occasionally Attorney may not be able to attend a Court hearing and that it is the custom of this community for another attorney to attend such a hearing for Attorney. Attorney shall **only** request such coverage from another attorney who has a Professional Services Contract with County or is employed by the Public Defender's Office.

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ARTICLE XVII- FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

ARTICLE XVIII- CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIX - TERMINATION

A. Without cause.

1. County reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.
2. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Contract Administrator 30 days advance written notice of such intent to terminate.

B. Default. This Contract may be terminated at any time without advance notice and without further obligation to County when Attorney is found by County to be in default of any provision of this Contract.

D. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

ARTICLE XX- NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Yavapai County Public Defender
Attn: Contract Administrator
595 White Spar Road
Prescott, Arizona 86303

ATTORNEY:

ARTICLE XXI - NON-EXCLUSIVE CONTRACT

Attorney understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XXII - BOOKS AND RECORDS

Attorney shall keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to County for inspection, audit and copying upon request. Attorney, at Attorney's expense, shall keep, maintain and preserve each file and all records pertaining thereto on cases assigned under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

ARTICLE XXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**YAVAPAI COUNTY
CHAIRMAN OF THE BOARD**

ATTORNEY

Chairman, Craig Brown

Signature: _____

Date: _____

Date: _____

	First Chair	Second Chair
FY21-22	\$100.00	\$90.00
FY20-21	\$100.00	\$90.00
FY19-20	\$100.00	\$90.00
FY18-19	\$100.00	\$90.00
FY17-18	\$100.00	\$90.00
FY16-17	\$100.00	\$90.00
FY15-16	\$100.00	\$90.00
FY14-15	\$100.00	\$90.00
FY13-14	\$100.00	\$90.00
FY12-13	\$100.00	\$90.00
FY11-12	\$100.00	\$90.00
FY10-11	\$100.00	\$90.00
FY09-10	\$100.00	\$90.00
2008	unknown	unknown
2007	unknown	unknown
2006	unknown	unknown
2005	unknown	unknown
2004	unknown	unknown
2003	unknown	unknown
2002	unknown	unknown
2001	unknown	unknown
2000	unknown	unknown
1999	unknown	unknown
1998	unknown	unknown

Exhibit 8

**Yuma County
Administration**
198 Main Street
Yuma, Arizona 85364

Conflict Administration Division



**Ronald F. Jones
Conflict Administrator**

**Amanda Hendrick
Administrative Services Coordinator**

November 29, 2021

Sent via U.S. Mail and E-Mail to Jeffrey.Sparks@azaq.gov

Mr. Jeffrey Sparks
Office of the Arizona Attorney General - Capital Litigation Section
2005 North Central Avenue
Phoenix, Arizona 85004

RE: Yuma County – Records Request

Dear Mr. Sparks:

We are in receipt of your letter requesting records pertaining to the current contract rate paid to court appointed attorneys to represent capital Defendants in trial, appeal, and post-conviction proceedings. These case rates are negotiated between the Conflict Administrator and attorney. Yuma County does not have a standard rate for capital trials or appeals/PCRs. Currently, Yuma County only has one capital Defendant and the rate paid to the attorneys representing him is \$125 per hour.

Should you have any questions or concerns, please contact my office at 928-373-1076.

Best regards,

Amanda Hendrick

Amanda Hendrick
Administrative Services Coordinator