COCHISE COUNTY

PROCUREMENT DEPARTMENT

ON BEHALF OF

COCHISE COUNTY

REQUEST FOR QUALIFICATIONS

for

INDIGENT DEFENSE CONTRACT SERVICES

- **Felony Cases**
- **Dependency Cases**
- **Severance Cases**
- **Delinquency Cases**
- **Misdemeanor Cases**

RFQ No. 14-03-IDC-01

Submittal Deadline:

Open Ended

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1.0 INTENT/BACKGROUND

It is the intent of this Request for Qualifications (RFQ) to supplement the current qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The list will be valid from the date of contract execution through June 30, 2014 with the option to extend on a year to year basis at the County's discretion for a maximum of four (4) additional one (1) year periods.

Statements of Qualifications (SOQs) will be evaluated within approximately thirty (30) days after receipt of your submittal. You will receive notification of the evaluation committee's recommendation shortly thereafter, and if approved, be sent a contract for your signature.

This solicitation replaces any Superior Court Administrative Order regarding compensation and associated expenses of court-appointed counsel. Any assignments made by IDC prior to the effective date of this solicitation shall be at the rate in effect prior to this solicitation.

Attorneys responding to this RFQ should carefully review the information provided herein and shall meet the minimum qualifications provided in Attachment 1, Exhibit B. Your ability to demonstrate an understanding of the duties and responsibilities of Indigent Client Representation and to submit a **responsive** statement of qualifications based on the requirements of this RFQ will be used as an indication of your ability to provide competent legal defense services if awarded a contract. Failure to respond as requested in Section 4 of this RFP may result in the rejection of your submittal.

Compensation for performing legal defense services for indigent clients has been pre-established and shall be in accordance with Attachment 1, Sections 1.B-C, 2.A-E, and Attachment 1, Exhibit A, Compensation Schedule.

This RFQ includes a description of the evaluation and selection process, scope of work, assignment of work and the contract that will be used. Assignment of cases is described in Section 3 of this RFQ. No guarantee is made regarding the frequency of assignments or volume of work that may be offered. The following chart shows the number of cases assigned by IDC for the previous three fiscal years:

IDC New Case Assignments												
	FY10/11				FY11/12				FY12/13			
Case Type	*PD*	*LD*	*IDC Attys*	*TOTAL ASSIGNED*	*PD*	*LD*	*IDC Attys*	*TOTAL ASSIGNED*	*PD*	*LD*	*IDC Attys*	*TOTAL ASSIGNED*
Felony	468	297	91	**856**	404	267	89	**760**	259	217	101	**577**
Dependency	51	44	99	**194**	53	43	98	**194**	52	52	115	**219**
Severance	16	10	6	**32**	16	17	7	**40**	12	11	7	**30**
Delinquency	273	250	28	**551**	281	265	30	**576**	185	149	36	**370**
Misdemeanor	2	95	1050	**1147**	16	142	920	**1078**	36	160	869	**1065**

Direct all inquiries regarding this RFQ in writing to:

David Seward, C.P.M., CPPO
Procurement Director
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
520-432-8391
dseward@cochise.az.gov

Do not contact County Departments or other County staff directly. Information provided by other than the above contact may be invalid and statement of qualifications which are submitted in accordance with such information may be declared non-responsive.

2.0 SCOPE OF WORK/COMPENSATION

The scope of work and compensation is provided for in Attachment 1, Exhibit A, included herein. Additionally, the following requirements shall be adhered to at all times:

Maintain records on the cases assigned under the contract, including, but not limited to, the following statistical data: client name, date assigned, case type, case number, the charge or nature of the case, applicable statutes, hours worked and names of staff, investigator or experts, case disposition, sentencing date, judge, case closing date.

3.0 ASSIGNMENT OF WORK

Selection of an attorney off the qualified list(s) shall be based on expertise or qualifications related to the specific case, past performance on previous cases, availability and resources.

4.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection of the proposal. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably. All documents shall be 8 ½ X 11 inches, or folded to such a size.

All submittals shall contain the following elements and in the order given:

4.1 **Cover Letter** to include the following information:

A. Title of this RFQ and number;

B. Name and mailing address of the firm or individual (include physical location if mailing address is a P.O. Box);

C. Contact person, telephone number and fax number; and

D. A statement that you will perform the services as described in this RFQ.

4.2 **Confidentiality**

All submittals will be considered public information and, subsequent to award of this RFQ, all or part of any submittal will be released to any person or firm who requests it. Respondents shall specify in their Cover Letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. However, Respondents should be aware that all such requests may be subject to legal review and challenge.

4.3 **Proposed Work Plan and Understanding of the Scope of Work**

Include a work plan describing proposed caseload, and how you will provide efficient and effective services to clients and ensure high quality competent representation in all court locations within Cochise County. Address the following items:

- How the work plan efficiently and effectively provides coverage for applicable court locations;
- How the work plan provides for adequate attorney/client communication and consultation during normal work hours, telephone answering or a message service for calls from clients during non-business hours, and prompt interviews of clients in custody;
- How the work plan demonstrates the ability to maintain reliable records to document services provided, reliable financial control and reliable workload measurement;
- Describe how client complaints will be handled; and
- Describe the firm or individual's system to: discover cases with conflicts of interest; immediately notify the affected client(s); and take steps to be removed as counsel.

4.4 **Description of Firm/Individual:**

A. Reputation and Experience

At minimum, Respondents shall meet the minimum experience and qualifications set out in Attachment 1, Exhibit B. Include a detailed description of the following:

- Reputation of providing competent indigent defense services as required by the scope of work;
- Understanding of the needs of indigent defense clients; and
- Capacity to efficiently and effectively manage a dynamic caseload.

B. Qualifications of Attorney (and Paralegals) and Standards of Representation:

Include a detail description of the following:

- Provide a narrative describing relevant experience, number of years handling matters involving cases you desire to represent to include specific experience and past performance in difficult and complex criminal cases;
- Provide specific information regarding the trials and cases (defendant name, case number, court, charges) required to meet the minimum qualifications; and
- Provide a resume(s) demonstrating qualifications, relevant education, training and experience, including areas of specialization and State Bar of Arizona number. Particular emphasis should be placed upon legal qualifications, litigation experience, and a description of the number of cases handled by type over the last five years.

4.5 **Certificate of Good Standing as issued by the Arizona Supreme Court**

A Certificate of Good Standing must be submitted for each attorney who performs work under the contract and shall certify that they are active members with the State Bar of Arizona, and that neither they nor their principals are presently suspended, under disciplinary investigation, declared ineligible, or voluntarily excluded from service participation by any federal/state department or agency. Should such certification be qualified in any way, an explanation must be included in the proposal.

4.6 **Insurance**

Provide a statement of assurance of your ability to fulfill the insurance requirements as described in Attachment 1, Section 20.

4.7 **References**

Provide at least three (3) professional references including contact name, occupation, current address and telephone numbers. References will be contacted to inquire about past performance, including, but not limited to:

A. Ability to provide competent indigent defense services

B. Ability to maintain professional working relationships

C. Understanding of the needs of indigent defense clients

D. Trial Skills

E. Diligence

F. Promptness

By providing such references you agree that neither the County nor the clients referenced shall have any liability regarding the provision of such references or the County's use of such references in making selections under this request for proposal.

The County reserves the right to contact additional references discovered from its own research, as necessary.

4.8 Complete and submit section eight identifying the classes of cases you are qualified for and desire to represent.

5.0 SUBMITTAL INSTRUCTIONS

5.1 Submit **one (1) original and four (4) copies** of your submittal. All responses shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.

5.2 Submittals shall be delivered **ONLY** to:

Cochise County
Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603

5.3 Submittals delivered to a location other than the above will not be considered duly delivered. The County of Cochise shall not be responsible for re-routing submittals delivered to a person or location other that specified above.

5.4 Faxed and/or e-mailed submittals shall not be accepted.

5.5 All submittals, whether selected or rejected, shall become the property of Cochise County and will not be returned.

5.6 The County of Cochise reserves the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularity.

5.7 All costs associated with submittal preparation shall be borne by the offeror.

5.8 All submittals shall remain firm and fixed for a period of one hundred twenty (120) days following the closing date for the receipt of submittals.

6.0 EVALUATION CRITERIA

The following evaluation criteria will be used to determine whether an Attorney/Firm will be added to the qualified list and awarded a contract through this RFQ process:

- Reputation and Experience, Capacity to Perform (4.4A, 4.5, 4.6)
- Qualifications and Standards of Representation (4.4B)
- Proposed Work Plan and Understanding of the Scope of Work (4.3)
- Results of Reference Checks (4.7)

7.0 SELECTION PROCEDURE

7.1 Submittals will be reviewed for responsiveness and ability to meet the minimum qualifications, and responsive proposals will further be screened by a selection committee in accordance with the above criteria.

7.2 The County reserves the right to make an award without further discussion of the submittal with the Respondent. Therefore, the submittal should be submitted initially on the most favorable terms that the Respondent may propose.

7.3 The County reserves the right to award a contract to Respondent(s) who, in the sole judgment of the County, provides the most favorable responses to this RFQ pursuant to the Evaluation Criteria indicated above.

7.4 The County reserves the right to reject any or all submittals, or to waive minor irregularities in said submittals, or to negotiate minor deviations with the successful firm.

8.0 CLASSES OF CASES

This page shall be completed identifying the classes of cases you are qualified to and desire to represent and shall be returned with your proposal submittal:

1. Agrees [ ] Does Not Agree [ ] to accept Class 1 felony cases in which the County Attorney formally indicates its intent to seek the death penalty.

2. Agrees [ ] Does Not Agree [ ] to accept Class 1 felony cases and Class 2 felony cases listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies."

3. Agrees [ ] Does Not Agree [ ] to accept Class 6 through Class 2 felony cases (other than those listed in paragraph 1.A.2 above).

4. Agrees [ ] Does Not Agree [ ] to accept delinquency and incorrigibility cases.

5. Agrees [ ] Does Not Agree [ ] to accept dependency and severance cases.

6. Agrees [ ] Does Not Agree [ ] to accept misdemeanor cases.

ATTACHMENT 1

SAMPLE INDIGENT DEFENSE CONTRACT COUNSEL AGREEMENT
FISCAL YEAR 2013-2014

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2013 between ***[Insert Attorney name and address]*** and Cochise County, a political subdivision of the State of Arizona, through the Indigent Defense Coordinator, 1415 Melody Lane, Bisbee, AZ 85603 (hereinafter the "County").

Recitals:

A. The County provides counsel for indigent juveniles and adults in delinquency, incorrigibility, criminal, dependency and mental health commitment cases;

B. The Cochise County Public and Legal Defender Offices sometimes have conflicts of interest or for other reasons are unable to represent indigent clients in these kinds of cases;

C. The County desires to engage private counsel for indigent persons ("Clients") when the County Public and Legal Defender Offices have a conflict or for other reasons are unable to represent them;

D. The County desires the services of the Attorney as counsel for Clients in the classes of cases specified in this Agreement;

E. The County is authorized to procure the professional services of the Attorney as an independent contractor under A.R.S. §§ 11-201, 11-251 and 11-254.01 for these matters.

NOW THEREFORE, in consideration of their mutual promises set out herein, the Attorney and the County agree as follows:

1. Scope of Work and Compensation

A. The Attorney shall provide legal services for Clients in the following classes of cases as assigned by the Indigent Defense Coordinator (hereinafter the "IDC"):

Class 1 Felony Cases in which the County Attorney Formally Indicates its Intent to Seek the Death Penalty

Class 1 felony cases and Class 2 felony cases listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies"

Class 6 through Class 2 felony cases (other than those listed in paragraph 1.A.2 above)

Delinquency and Incorrigibility Cases

Dependency and Severance Cases

Misdemeanor Cases

B. The compensation for each class of cases, including the timing of payment, is set forth on Exhibit A hereto. Each felony, probation revocation and misdemeanor case assigned to the Attorney shall be compensated as a separate case. This includes cases that are

referred to and disposed of in Early Resolution Court. A case that is resolved through a deferred prosecution agreement shall be deemed concluded for purposes of this Agreement, so that if prosecution is resumed for failure to comply, the resumed prosecution shall be deemed a separate case. For dependency cases, the date the original petition was filed will determine whether the case is a "1st Year" case or a "2+ Year" case. Supplemental dependency petitions are not considered separate matters with respect to pre-existing parties and will not be paid as a new assignment. If the Attorney is assigned a dependency case, which subsequently develops into a severance case, the severance case will be treated and compensated separately. However, the following shall not count as cases:

1. Felony cases dismissed due to no complaint being filed nor an indictment returned. Attorney shall be paid at the rate of $50 per hour, not to exceed $200, for such cases. Attorney must submit an itemized billing statement to IDC for these cases within 60 days of the dismissal.

2. Any case in which Attorney withdraws due to a conflict or other reason. Attorney shall be paid at the rate of $50 per hour, not to exceed the base amount paid for that case type. Attorney must submit an itemized billing statement to IDC within 60 days of the withdrawal. If an Attorney has been paid for a dependency case and, subsequently must withdraw prior to the end of the case, the Attorney will only be entitled to $50.00 per hour for work performed on that case and must reimburse the County for any amount over that. The County may offset any amount needed to be reimbursed from any future payment owed to Attorney.

3. Juvenile delinquency cases in which the Attorney is assigned as Guardian Ad Litem or assigned to represent parents in Order to Show Cause proceedings. Attorney shall be paid at the rate of $50 per hour for such cases. In the event that a Guardian Ad Litem assigned in a delinquency matter determines that it is appropriate to file a petition to initiate dependency proceedings, Attorney will be paid according to the Dependency fee schedule for work performed after the dependency petition is filed.

C. In the event that a client fails to appear for a court proceeding and the court issues a bench warrant for the arrest of the client, the Attorney shall move to withdraw from the case within 60 days of the issuance of the bench warrant. Upon withdrawal, Attorney will be paid at the rate of $50 per hour, not to exceed the base amount paid for that case type. If the client is later arrested on a bench warrant, the case will not be counted as an additional case. If reappointed, the Attorney will receive the base amount for that case type minus any prior payment. Attorney must submit a final itemized billing statement to IDC within 30 days of the disposition of the case.

D. Assignments of cases to the Attorney and other independent contract attorneys shall be made at the sole discretion of the IDC.

E. **Protracted and Complex Cases.** Attorney may apply to the IDC for additional fees if, in the judgment of the Attorney, an assigned case requires more than the base level of service anticipated by this Agreement because of the complex or protracted nature of the case. Such additional fees may be a fixed amount or an hourly rate.

For felony cases listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies", Attorney may apply to the IDC for an hourly rate of no more than $75.00 per hour.

All requests for additional compensation shall be submitted to the IDC for approval. If the IDC is unable to approve a request, the IDC will submit the request to the Superior

Court Presiding Judge, the Presiding Judge's designee or the appropriate court for approval. The determination whether a case warrants additional fees and, if so, the amount or rate, shall be determined by the IDC, subject to review as set forth in Paragraph 22 of this Agreement. All requests shall include the following:

1. The total amount of additional fees and/or hourly rate requested.
2. A specific explanation of the circumstances affecting the length and/or complexity of the case.
3. An itemized listing of the services provided up to the date of the request showing the amount of time spent on each item.

F. If approved for an hourly rate, Attorney must submit monthly itemized billing statements that contain the date of service, a brief description of the service and the actual time spent, billed in one-tenth (1/10) of an hour increments. Monthly billing statements shall be submitted no later than the 15th day of the month following the provision of the service.

G. In all cases, 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 opening and closing files, administrative communications with IDC, preparing and transmitting documents, copying, organizing, filing or similar functions.

H. The Attorney shall represent Clients from the date of assignment, through trial and sentencing, or other resolution of the case, including, but not limited to, a plea agreement and sentencing pursuant to such agreement, restitution hearing post-sentencing, dismissal, deferred prosecution or through fulfillment of terms of a cooperation/witness agreement with the State. If a criminal case proceeds to trial and results in a conviction, the Attorney is responsible for preparation of and filing a Notice of Appeal. If a case is resolved pursuant to a deferred prosecution agreement, the Attorney may withdraw from the case at that time. If a Client reaches an agreement with the State to resolve a matter and it requires the Client to testify against another party, work as an informant or otherwise cooperate with the State, the Attorney shall remain attorney of record until the Client fulfills these obligations. In appropriate circumstances, the Attorney may also file a Notice of Post-Conviction Relief or provide Clients with the forms to file it. In a mental health commitment case, the Attorney shall represent the Client from the date of assignment through time period covered by an order of treatment. In a delinquency case, the Attorney shall represent the Client from the date of assignment through disposition. In a dependency case, the Attorney shall represent the Client until a final order is entered. Generally, assignment of Justice Court and Superior Court cases does not include responsibility for post-trial appeals, post-adjudication appeals, or Rule 32 petitions, which will be assigned and compensated separately.

I. If the Attorney is a member of a law firm, the Attorney may assign a case to any attorney in the firm who has been approved by the County to handle such cases.

J. Attorney shall provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Agreement to the best of Attorney's ability. The Attorney represents that he/she is qualified to act as counsel in the cases he/she has agreed to accept pursuant to this Agreement, and meets the minimum qualifications for such cases as set forth on Exhibit B.

1. The Attorney shall maintain contact with Clients and keep them informed until the case is terminated. The Attorney shall also use reasonable diligence in notifying Clients of necessary court appearances, as well as court action resulting from their clients' non-appearance.
2. The Attorney shall comply with the Arizona Supreme Court Rules of Professional Conduct, the Arizona Supreme Court rulings on the standards for effective assistance of counsel as set forth in State v. Smith, 140 Ariz. 355 (1984) and Zarabia v. Bradshaw, 185 Ariz. 1 (1996), state and local court rules, all applicable local, state and federal laws, statutes, ordinances, rules and regulations and the written administrative policies and procedures established by the Court or the IDC.
3. If the Attorney uses any employees to perform these services, said employees shall be suitably trained and skilled and the Attorneys shall supervise their work in accordance with the standards of the profession and the Rules of the Court.

K. The Attorney shall not accept a fee or other compensation for services rendered other than as stated in this Agreement. However, the County understands and agrees that the Attorney may represent private clients not covered by this Agreement.

L. The Attorney should be mindful of Rule 6.4 of the Arizona Rules of Criminal Procedure regarding indigency and make appropriate requests to the Court for re-determination of indigence for Clients.

M. Once Attorney is assigned a case, the Attorney's duty to represent Clients shall survive expiration of this Agreement. Should the Attorney be unable or unwilling to continue representation due to a conflict or otherwise, the Attorney shall file a motion to withdraw with an order referring the case back to the IDC for reassignment of counsel.

N. The Attorney, on occasion, may have another attorney appear as substitute counsel due to being reasonably unavailable.

O. The Attorney is not entitled to reimbursement for work performed after completion of representation, as set forth in the Agreement, unless the IDC expressly authorizes it in writing.

P. Attorney acknowledges and agrees that pursuant to A.R.S. § 11-622(C) the County shall not pay any claim unless a demand is made within six months after the last item of account accrues. This applies to claims for compensation and extraordinary expense (see below) pursuant to this Agreement.

Q. Attorney acknowledges that Cochise 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 IDC no later than August 15 following the end of the fiscal year on June 30th. Claims submitted after this date shall not be paid.

2. Expenses

A. Routine Expenses. The Attorney agrees that routine or ordinary expenses involved in the representation of Clients are not reimbursable, but instead are included in the compensation pursuant to this Agreement. These expenses include, but are not limited to in-office copying, postage, telephone, facsimiles, computer, computerized legal research (i.e. Westlaw, Lexis and Loislaw), office supplies, secretarial and paralegal services, and travel within the County.

B. Extraordinary Expenses. The County shall pay the Attorney, in addition to the fees provided in this Agreement, Extraordinary Expenses. These include, but are not limited to, the costs of expert witnesses, investigators, extraordinary travel, transcripts for trial court purposes, including interview and deposition transcripts, clothing for defendant at trial, subpoena fees (if a Civil Division of a Sheriff's Department or Constable is unavailable to serve the subpoenas) and any other costs associated with representation in cases that are the subject of this Agreement pursuant to A.R.S. § 13-4013 and within County guidelines and rates. The Attorney shall obtain prior written approval of the IDC before incurring any such Extraordinary Expenses, subject to review as set forth in Paragraph 22 of this Agreement. All subcontractors for these expenses shall submit their bills to the Attorney, who shall review the bills, certify that they are reasonable and were incurred in the course of representation for an assigned case, then forward them to the IDC for payment. Subcontractor bills shall be reimbursed "at cost". Jury lists and transcripts for appeals and Rule 32 cases shall be obtained in the manner prescribed by the Arizona Rules of Criminal Procedure. Payments for authorized expenses incurred by a subcontractor will be made directly to the subcontractor, with notice to the Attorney that the expenses have been paid.

C. Travel Expenses. The County shall pay Attorney for mileage at the then current IRS rate only for out-of-County travel reasonably necessary in order to provide representation in an assigned case. The Attorney must obtain prior approval from IDC before incurring out-of-County travel expenses, subject to review as set forth in Paragraph 22 of this Agreement. Out-of-County travel does not include travel to Cochise County by an Attorney who resides in another county.

The County shall pay Attorney for mileage at the then current IRS rate for in-County travel reasonably necessary to provide representation in assigned **felony cases only**.

D. Interpretation. The Court Administrator is responsible for providing qualified interpreters for non-English speaking clients. The Attorney shall request their services for all in court proceedings, out-of-court interviews and transcriptions. In extraordinary circumstances, the County may pay for outside interpreters, contingent upon approval from the IDC prior to contracting for them.

3. Term of Agreement

The initial term of this Agreement shall be from the date of execution through June 30, 2014 with the option to extend on a year to year basis at the County's discretion for a maximum of four (4) additional one (1) year periods. The County shall mail out its proposal to extend the contract for an additional year to Attorney no later than March 30. County must receive Attorney's acceptance to extend the contract no later than April 30.

4. Termination

Either party may terminate this Agreement at any time with or without cause; provided, however, that if the Attorney terminates the Agreement the Attorney will be responsible for the cost of reassigning the cases previously assigned to the Attorney, but if the County terminates the Agreement without cause the County will be responsible for such costs and must compensate the Attorney for time reasonably spent on assigned cases.

5. Attorney's Status

A. The Attorney is an independent contractor. The Attorney is not an officer, agent, servant, or employee of the County. The Attorney shall be solely responsible for the acts and omissions of his/her officers, agents, servants, and employees. The Attorney is responsible for providing all workers' compensation insurance required by law.

B. The professional duty of the Attorney is the representation of Clients assigned under this Agreement. Neither the County nor the IDC may exercise any control over the professional judgment of the Attorney with regard to assigned cases.

6. Amendment and Entirety of Contract

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

7. Records

A. The Attorney shall submit all reports and invoices specified in this Agreement.

B. The Attorney shall preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period as is required by any other paragraph of this Agreement including the following:

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination;
2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by the County shall be retained by the Attorney until such appeals, litigations, claims or exceptions have been fully resolved.
3. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
4. Records shall also be kept and made available in accordance with the Arizona Supreme Court Rules of Professional Conduct.

8. Approval by the County

Before this Agreement shall become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors does not approve this Agreement it shall be null and void and of no effect whatsoever.

9. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

10. No Assignment or Sub-Contracting

This Agreement is non-assignable and the contract services with the Attorney cannot be sub-contracted to a third party. Any attempt to assign or subcontract any of the rights, duties or obligations of this Agreement shall be void.

11. Cancellation of Agreement

Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the County or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County or its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

12. Non-discrimination

The Attorney shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 75-5 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Attorney shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Attorney shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Attorney shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

13. Indemnification

The Attorney shall at all times indemnify, defend and hold harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, laws, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Attorney, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Attorney and/or its

subcontractors or claims under similar such laws or obligations. The Attorney's obligations under this paragraph shall not extend to any liability caused by the sole negligence of the County or its employees.

14. Notice to Attorney Regarding Tax Duties and Liabilities

The Attorney is responsible for paying, according to law, Attorney's income and self-employment taxes. The County will not withhold any such taxes.

15. No Authority to Bind County

The Attorney has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

16. Declaration by Attorney

The Attorney declares that he/she has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

17. Notice

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt requested to the party's place of business.

18. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

19. Severability

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

20. Insurance

A. Attorney agrees as a material condition of this Agreement that each shall provide and maintain professional liability insurance in the minimum amount of $100,000.00 per claim, $300,000.00 in the aggregate.

B. The Attorney shall provide the IDC with a copy of current certificates of insurance.

C. Failure on the part of the Attorney to procure and maintain current liability insurance and provide proof thereof to the County shall constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

21. Licensing and Education

A. The Attorneys, and each of them, warrants that each is licensed to practice law in the State of Arizona, in good standing with the Arizona State Bar and is competent to handle all matters contemplated by this Agreement in a prompt and professional manner on behalf of their clients.

B. Suspension or disbarment of Attorneys from the practice of law during the term of this Agreement shall constitute a material breach of contract, entitling County to terminate this Agreement immediately with or without notice.

22. Review of Determinations by IDC

Any determination made by IDC pursuant to this Agreement, if disputed by Attorney, will be subject to review by the Presiding Judge of Superior Court or a person designated by the Presiding Judge. The IDC, with approval by the Presiding Judge, will establish the procedure for review, including any forms for requesting review.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates indicated.

ATTORNEY	**COCHISE COUNTY**
_____	By: _____
[Insert Name]	Ann English, Chairman Cochise County Board of Supervisors
ATTEST:	**APPROVED AS TO FORM:**
_____	_____
Clerk of the Board	David Seward, Director Cochise County Procurement Department

Date: _____

EXHIBIT A
COMPENSATION SCHEDULE*

FELONY	
Felony (Death Penalty)	**$125/hour (lead counsel)** **$90/hour (co-counsel)**
Felony (Class 1)	**$75/hour**
Felony (Class 2 - 6)	**$900/case for up to 25 hours of work;** **$60/hour for over 25 hours of work**
ERC Felony (Class 2 – 6)	**$200/case for up to 3 hours of work** **With prior IDC approval, $60/hour for over 3 hours' work, not to exceed $900**
PROBATION VIOLATION	**$400 per case**
MISDEMEANOR	**$200 per case**
APPEAL	**$50/hour**
RULE 32 POST CONVICTION RELIEF	**$50/hour**
MENTAL HEALTH	**$300 per case**
JUVENILE DELINQUENCY	**$350 per case**
JUVENILE DEPENDENCY	**1st year: $1200/case** **2+ years: $500/year** **Severance: $500/case**
PSYCHIATRIC REVIEW BOARD	**$50 per hour**

*Unless pursuant to Paragraph 1.E of the Agreement attorney applies to IDC and IDC approves additional fees

Payment for cases approved for an hourly rate will be made monthly. Attorney shall submit monthly itemized billing in the manner prescribed by IDC no later than the 15th day of each following month.

Payment for felony, probation violation, misdemeanor, mental health and juvenile delinquency cases will be made upon completion of the case. Attorney shall submit a payment request to IDC no later than sixty (60) days after the case is completed.

Payment for juvenile dependency cases will be made at the time of assignment for the first year of the case. Payment for subsequent years of representation will be made on the anniversary of the initial assignment. Attorney shall submit a payment request to IDC no later than sixty (60) days from the date of assignment or anniversary date.

All payment requests shall be submitted in accordance with IDC procedures.

EXHIBIT B

MINIMUM QUALIFICATIONS

Attorney shall be an active member in good standing of the State Bar Association of Arizona. Attorney shall meet the following qualifications for each case type assigned:

Death Penalty Cases **–** lead counsel and co-counsel must meet the requirements of Rule 6.8, Arizona Rules of Criminal Procedure

Serious Offenses or Violent or Aggravated Felonies as Listed in A.R.S. § 13-706 **–** experienced and active in criminal law with not less than five years criminal litigation experience; at least 5 jury trials of serious complex cases tried to completion

Felony Cases **–** experienced and active in criminal law with not less than 3 years criminal litigation experience; and lead or co-counsel in at least 3 jury trials to verdict of any class of felony

Appeals and Rule 32 Cases **–** experienced in criminal law with not less than 3 years criminal litigation or criminal appellate/post-conviction experience

Misdemeanor Cases **–** experienced and active in criminal law with not less than 1 year criminal experience

Title 36 Mental Health Cases **–** at least 3 years courtroom experience, to include a combination of some experience with guardianships and conservatorships, and ability to identify programs and resources to meet client's needs, or general civil litigation

Delinquency Cases **–** not less than 3 years experience in criminal law and/or juvenile law, familiar with dispositional alternatives, services available through the Court, CPS and community agencies

Dependency and Severance Cases **–** some experience with child welfare system, family law, mental health and/or guardianships, familiar with services available in the areas of mental health, substance abuse, domestic violence, education, job/vocation training; attorneys representing children must meet the requirements set out in Supreme Court Administrative Order No. 2011-17