

SERIAL 04231 ROQ JUVENILE DEPENDENCY ATTORNEY SERVICES – OPDS

DATE OF LAST REVISION: July 10, 2008

CONTRACT END DATE: June 30, 2010

**AMENDMENT #2 – (DTD 6/14/07) Consists of revisions to the language found in sections I, II, and III. Due to the significant amount of changes in these sections, Amendment #2 replaces Amendment #1. The purpose for these changes is to improve clarity. These changed sections, in their entirety, shall be identified as AMENDMENT #2, and shall prevail and govern this contract in accordance with the effective date, as stated below. (AMENDMENT #1 is provided for legal purposes only).
Effective date for AMENDMENT #2 is JULY 1, 2007.**

**AMENDMENT #1 – (DTD 1/24/07) Consists of revisions to the language found in sections I, II, and III. New language is reflected in bold characters and deleted language is reflected as strike-through
Effective date for AMENDMENT #1 is JULY 1, 2007.**

JUNE 30, 2010
CONTRACT PERIOD THROUGH ~~JUNE 30, 2007~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for JUVENILE DEPENDENCY 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 **March 23, 2005**.

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.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Sheri Hill, Office of Public Defense Services

(Please remove Serial 04022-ROQ from your contract notebooks)

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

SIGNATURE ON FILE.

Signature: _____

Date: _____

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SECTION I
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 means Maricopa County Board of Supervisors.
- B. Billable Time means 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 ~~be done 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 waiting for meetings, unanswered telephone calls, leaving a message, or setting up a meeting or conference.
- C. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- D. Contract means this document and all attachments hereto.
- E. Contract Administrator means the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OCC.
- F. Contractor means the person listed on the Cover Page of the Contract.
- G. County means Maricopa County and is synonymous with OCC.
- H. ~~Credit is one assignment **entitling** Contractor to the base compensation required by the base compensation as provided in Section III (Compensation) of the Contract.~~
- I. Extraordinary compensation means 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.
- J. Fiscal Year is ~~conterminous~~ **concurrent** with the County's fiscal year and which is comprised of the 12 consecutive months from July 1 to June 30.
- K. OCC means the Office of Contract Counsel and is synonymous with Maricopa County.
- L. OPDS means the Office of Public Defense Services and is synonymous with OCC and Maricopa County.
- M. Parties or Party mean OCC/OPDS, the County and Contractor as the context requires.

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- N. Reimbursable Expenses means 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; (5) fees for the issuance of subpoenas **or for copies of documents** charged by the Clerk of the Court; or (6) other items that are an ordinary cost of doing business, including, but not limited to, the transcription of interviews conducted by the Contractor or any other person.
- O. Representation means the services that Contractor provides to a Client in a specific legal matter.
- P. Trial means participation in a court hearing at which jeopardy (**preclusion**) has attached, witnesses are sworn, and testimony is taken. A trial day is ~~3.5~~**5.0** or more hours of **actual** trial time; a half-day is less than ~~3.5~~**5.0** hours.

2. TERM

The Contract begins on July 1, ~~2004~~ 2007(the "Commencement Date") and expires on June 30, ~~2007~~ 2010, 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, extend the term of the Contract up to a maximum of 3 additional one-year periods. Contractor shall be notified in writing by ~~OGG~~ OPDS 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 Contract Counsel's~~ **Office of Public Defense's** budget **or 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.** ~~Termination will be based on the applicant's score and the court facility that is showing the greatest impact~~
- 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 paragraph 6(D) below.

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5. NON-EXCLUSIVE STATUS

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

6. CONTRACTOR'S RESPONSIBILITIES

A. Effective Representation. Contractor shall ~~provide~~ **effectively represent the Client including:** legal representation of the Client including, but not limited to, the following:

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; and
4. conducting such interviews and investigation as are appropriate; and
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 under the ~~Arizona~~ Rules of Professional Conduct.

C. ~~Replacement Representation~~ Inability to Continue Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC OPDS so that OCC OPDS may appoint replacement counsel. OCC OPDS may require Contractor to account for the time Contractor has actually expended and to return any payment for the representation where appropriate.

D. Continuing Representation. **The** Contractor has a continuing duty to represent **the** client after the contract ~~until the court has terminated. the representation. Termination of a contract(s) by either the County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination. The County will not compensate Contractor for services rendered after termination or expiration of the Contract absent extraordinary circumstances.~~

If the Contractor terminates the contract, OPDS, at its discretion, may re-assign the client to another contractor or may require the Contractor to appear at the n3ext scheduled court ordered event. If OPDS elects the latter, OPDS will pay the Contractor the usual amount for that appearance.

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 OCC OPDS of ~~that ruling~~ the determination that the client is not indigent.

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- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorneys' fees ~~or damages~~, in any matter that relates to or arises out of a pending assignment or representation other than compensation as specified in the Contract.
- 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 report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by ~~OCC~~ OPDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by ~~OCC~~ 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. See Section I, Part 6, subsection T.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other ~~OCC~~ 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 ~~OCC~~ OPDS if any non-contract counsel enters an appearance on behalf of a criminal defendant or a Knapp v. Hardy or other basis.
- J. Vacation Days. Contractor may designate 10 **business** days during the term ("Vacation Days") for which no appointments will be accepted provided, however, that the last 10 days of the contract term may not be designated as Vacation Days unless Contractor has received the total number of assignments authorized pursuant to the Contract. Contractor shall facilitate the orderly scheduling of cases by notifying OCC, in writing, at least 14 days prior to invoking this provision.
- K. Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may ~~substitute performance only 1.) through a conflict free Contract Attorney; and 2.) with the prior written consent of the Contract Administrator. No previous substitute performance agreements are recognized or accepted by OCC simply because a previous Contract Administrator gave verbal or written consent to such agreements. Any previous consent to such agreements is revoked. Contractor shall provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise physically unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract. Similarly, because this is a personal services contract, Contractor is expected to personally attend each and every court or court-related proceeding. Any process or procedure, formal or informal, for the "coverage" of court appearances or court-related proceedings by other Contractors, other lawyers employed by Maricopa County, or any other persons will not be recognized or accepted by OCC.~~ may, on occasion, allow substitute counsel to appear in court on behalf of the contractor. The substitute counsel must be an attorney who is a contractor with OPDS with at least one juvenile contract. If the substitute counsel represents another party in the case, the contractor shall not be paid for the appearance. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- L. 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** ~~social workers~~, service of process (~~other than local service~~), court transcript fees and other **reasonable and necessary** expenditures. Contractor may not incur any expense

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for the account of the County without prior approval of the Contract Administrator. Failure to obtain prior approval will 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 experts, transcriptionist, investigators, newspapers etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or other **approved supplier of goods or services** ~~person~~ exceeds the OCC OPDS approved amount for the expenditure, OCC 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 ~~attached~~. All expenses must be approved by OCC OPDS prior to ~~the inception of the expense to~~ **being incurred. Bills for expenses incurred prior to approval by OCC OPDS will not be honored or ratified.**

OCC 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.

- M. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OCC OPDS will appoint an investigator from a group of contracted investigators and specify ~~approve a specific~~ a-maximum number of billable hours to be expended by the investigator on the case. Contractors **may** no longer have the ability to designate which investigator he/she may want. Any such designation will be done by OCC OPDS. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC OPDS.

~~Additionally, 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.~~

- N. Mitigation Specialists. **In capital cases only,** Contractors may submit for preliminary approval by the Contract Administrator any request for appointment of a mitigation specialist. If the nominated mitigation specialist appears to be available to perform the requested work in a timely basis, Contractor will request that the assigned trial judge make the appointment. Only upon the approval of the trial judge will the mitigation specialist be authorized to initiate work on the case. In the event that the mitigation specialist should need additional hours, the Contractor is then responsible for filing a request with OCC which will then forward the request to the court for approval. 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. A copy of the trial court's order of appointment must be given to the appointed mitigation specialist prior to the commencement of any work either at the outset of, or during, an appointment at the earliest possible date.

- O. Appointment of Interpreters. ~~Court~~ Interpreters from **Maricopa County's Office of Court Interpreters** will **shall** be used for non-English-speaking clients as ~~reasonable~~ and necessary for all court proceedings and out-of-court matters.

- P. Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OCC 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 I, Part 6, subsection S.~~

- Q. 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

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suspended by the Arizona State Bar, on an interim or other basis, Contractor must notify OGC 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).

- R. Technological Equipment. Contractor must possess the following equipment to meet the needs of OGC OPDS appointment protocol: ~~effective July 4th.~~
1. ~~Desktop computer operating system or laptop computer,~~
 2. Microsoft Office Suite ~~Windows~~ Software and Adobe Reader;
 3. E-mail address; and
 4. Pager and/or cell phone.
- S. 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,** ~~that otherwise would not be covered under the contract,~~ Contractor must timely serve a copy of the motion upon OGC OPDS. Failure to give OGC OPDS notice of a motion for additional compensation **or expenditure** on a timely basis will result in either suspension or termination of the contract.
- T. Monthly Case Logs. **Case logs must be submitted to OPDS on a monthly basis.** All **case** logs must be returned via ~~Internet~~ e-mail to OGC OPDS by the date designated by ~~the department~~ OGC OPDS. This includes all changes to case dispositions, hours-to-date ~~and possible credits.~~ Failure to submit case logs by the designated date ~~will~~ **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.
- U. Reporting and Billing periods. Any case reported to OGC OPDS **for the first time** that is six (6) months old or older from the date of appointment will not be compensated by OGC OPDS. In addition, no service rendered by Contractor that is six (6) months old or older will be paid by OGC OPDS. Any such claim must be submitted to the ~~Office of County Counsel~~ Maricopa County Board of Supervisors.
- V. Attorney Complaints. Any complaint made about a Contractor will 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 and submit a copy of Contractor's response ~~thereof~~ to OGC OPDS.

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 actually 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 ~~shall be as~~ 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.

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- C. No persons **or services utilized** supplied 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 ~~save and hold~~ the County harmless ~~with respect to these responsibilities in the event of a claim for one or more of them is brought against Maricopa County~~ 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 will 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 ~~insurance~~ must 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** ~~notify~~ 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 indemnify** 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 must be in writing, signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

12. STRICT COMPLIANCE

Acceptance by ~~OCC~~ 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** ~~including~~ 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.

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15. 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, ~~State or Federal 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.

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

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, OCG OPDS shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCG OPDS may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

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, ~~Section MC1-906~~.

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.
- B. Contractor's obligations under this section, including the duty of continuing representation, shall survive the termination or expiration of the Contract.
- C. 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.
- D. 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** ~~constructed as~~ to be invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

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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.

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 telecopier; or
- C. **five (5)** ~~three (3)~~ 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, and does it limit any other legal or equitable remedy that may be available to any Party.

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24. MISCELLANEOUS

- A. Process Server. ~~Currently, OCC has purchase agreements with E-Z Messenger and Frontier Attorney Services. Once you have a subpoena issued by the Clerk of the Court, contractor may give it directly to one of the firms for service without pre-approval by OCC. You must, however, use the appropriate form so that these firms know to invoice OCC and not you.~~ **All expenditures for service of process must be approved by OGG OPDS prior to incurring any such expense. In the event that Contractor does not request and receive OCC's approval before incurring such an expense, Contractor shall be personally responsible for payment of the process server's service invoice.**
- B. Court Reporters
- Only appellate and post-conviction relief transcripts are paid directly by OGG OPDS. Any other use of court reporters or transcriptionists must be approved ~~beforehand~~ by a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate vendor. As a general rule, when you request transcripts during a trial (to impeach a witness, etc.), you should make it clear to the court reporter that you alone are requesting a transcript of the testimony and that OGG 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 original trial. OGG OPDS encourages you to bring this provision to the court's attention **should the parties disagree about sharing the costs.** 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.** OGG OPDS requires that Contractor justify such requests with an explanation as to why this 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
- ~~Currently, the only approved contract vendor for audio and video tape transcription is Copperstate Court Reporters.~~ **All expenditures for the transcription of audio and video tapes must be approved by OPDS prior to incurring any such expense.** It is the responsibility of each Contractor to deliver the tapes in time to take advantage of the Regular delivery rate (\$2.50/page) of 20 calendar days. The Expedited delivery rate (\$2.75/page) of 10 calendar days and the Rush delivery rate (\$5.00/page) 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 through OGG-OPDS. If a car rental is necessary, OGG-OPDS will ask that Contractor supply OGG OPDS with Contractor credit card information so that a vehicle may be reserved for Contractor. OGG OPDS will work with contractor to make these arrangements.
- E. Identification Badges
- Identification badges are available to Contract Counsel at no charge. Please contact OGG OPDS at (602) 506-7228 to obtain an identification badge.

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F. Change of Address/Firm

Please advise OGC OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. If Contractor's business changes its name, i.e., if you form a new P.C., etc., please remember that this change will modify the contract Contractor has with the Board of Supervisors. OGC OPDS asks that you notify OGC OPDS in writing.

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. If you have questions regarding this policy, call Court Administration at (602) 506-3070.

H. Contractor Residential and Business Locations

Due to the nature of our business, OGC OPDS cannot contract with an individual who resides or whose business location is outside of Maricopa County.

I. Multiple Contract Awards.

~~During this contract period, re-solicitation efforts (subsequent award(s), if requirements demand such, contracts will be awarded, and contractors may hold only "like category" contracts, as defined by OGC (listed below) in the following categories:~~ During this contract period, contracts will be awarded in the following categories:

1. ~~Juvenile Delinquency and Juvenile Drug Court~~
2. ~~Juvenile Drug Court;~~
3. ~~Juvenile Appeals and Adult Appeals/PCR~~
4. ~~Appeals/PCR;~~
5. ~~Probate, Mental Health and Adult Special Advocacy~~
6. ~~Mental Health~~
7. ~~Adult Special Advocacy;~~
8. ~~Juvenile Dependency;~~
9. ~~Juvenile Special Advocacy; and~~
10. ~~Adult Felony and Homicide/Major Felony~~
11. ~~Homicide/Major Felony~~
12. ~~Capital~~
 - a. ~~Lead~~
 - b. ~~Co-Counsel~~

The contract applications include a cover sheet for applicants to rank their preferences for each of the contract categories and location. 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 category of contract, the applicant shall should clearly designate that category or those categories with "n/a." ~~In the event that the contractor award(s) are in conflict with the OGC defined "like categories", as listed above, the contractor will~~

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~~be notified of such conflict, and the Contractor, in turn, shall advise OCC, in writing, of the contract they wish to terminate.~~

J. Adult and Juvenile Contracts.

Effective this contract period, ~~re-solicitation efforts (subsequent award(s),~~ contractors shall no longer be awarded both adult and juvenile contracts with the exception of the appeals contracts.

K. Appointments.

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

L. 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:

<u>Date</u>	<u>Description of Event</u>	<u>Time (in tenths of an hour)</u>
-------------	-----------------------------	------------------------------------
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.

M. Total Open Caseload.

1. All Adult Contractors who hold the following contracts are subject to a combined open/pending maximum caseload for all past and present contracts regardless of contract type of 100 OCC OPDS assigned cases (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 the following contracts are subject to a combined open/pending maximum caseload for all past and present contracts regardless of contract types of 260 OCC OPDS assigned cases (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 ~~will be locked in OCC's case management system to prevent future appointments until Contractor's assigned cases fall below the applicable threshold~~ and the Contract Administrator will confer to examine nature and quality of the caseload to determine if the Contractor should be

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allowed to accept additional cases. The final decision on this issue shall be made by the Contract Administrator.

N. Office of Contract Counsel's Office of Public Defense Policies and Procedures.

Throughout the contract period, ~~OCC~~ OPDS reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Materials Management Department of Maricopa County, the Department of Finance of Maricopa County, and the Board of Supervisors of Maricopa County. Any new or amended policies and procedures will be updated on ~~OCC's~~ OPDS's Web site at: www.maricopa.gov/contractcounsel
www.maricopa.gov/opds.

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**SECTION II
WORK STATEMENT**

1. EFFECT

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2. DUTIES

- A. In addition to the duties specified in Section I, Contractor shall provide legal services, as assigned, **as attorney** for parents and children or other parties in dependency and severance proceedings in the Juvenile Court of Maricopa County **at all dates and times ordered by the Juvenile Court for those proceedings. Beginning July 1, 2007, Contractor shall file with the Clerk of the Court a Certification Statement attesting to having conferred with the client prior to any substantive hearings including report and review hearings. The Certification Statement shall describe the place, date, time and duration of the meeting.** Contractor also shall serve as *guardian ad litem* as assigned (the "GAL Assignment") to children, parents and other parties in dependency and severance cases in the Juvenile Court of Maricopa County. **The billing statement for each case will include a certification statement for the Contractor to attest that the Contractor has been in contact with the client before the court appearance or has filed a motion to withdraw which has been denied by the court.**
- B. Contractor shall accept all case assignments whether the client is a parent or child unless ethically prohibited from accepting the assignment.
- ~~C. Contractor is responsible for complying with the Juvenile G.A.L. Performance Guidelines promulgated by the Maricopa County Superior Court — Juvenile Division which are attached hereto as Exhibit 1 and incorporated herein by reference.~~

3. ASSIGNMENT OF CASES

- ~~A. OCC will credit Contractor with one credit for each assigned client not to exceed a **retroactive** total of 125 cases pending at a given time. See breakdown of payments and credits in Section III, Consideration.~~
- A. OCC OPDS will compensate Contractor for each newly assigned case. See breakdown of payments and credits in Section III Consideration.**
- ~~B. Should a dependency petition be filed from a Special Advocacy matter, an attorney appointed to the Special Advocacy matter will also be appointed to the dependency matter **only** if the Special Advocate has a dependency contract.~~
- ~~C. In the event that the Special Advocate does **not** have a dependency contract, OCC will then provide a dependency contractor to represent the client through the dependency proceedings.~~
- ~~D. Should the dependency matter be dismissed and the case returned to a Special Advocacy matter, the original Special Advocate will be reassigned to the matter without additional compensation if the case reverts within twelve (12) months from the original date of appointment to the Special Advocacy matter.~~

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- E. ~~Should a dependency matter be refiled within twelve (12) months from the date of appointment to the original dependency, the original attorney or GAL will be re-appointed to the matter without additional compensation.~~
- F. ~~Certification payments are due only upon the occurrence of the following events within one fiscal year:~~
- ~~1. Contractor represents a client in an open case in which the Court has entered a finding of dependency;~~
 - ~~2. Contractor's representation has continued into a fiscal year subsequent to the fiscal year in which the court made the dependency finding;~~
 - ~~3. Contractor has made an appearance in person or telephonically before a Court, Foster Care Review Board, or CPS Staffing with respect to the case; and~~
 - ~~4. Contractor has submitted an invoice to OCC along with a copy of a minute entry or other suitable documentation establishing Contractor's appearance in the case.~~

4. DEPENDENCY AND SEVERANCE MATTERS

~~This contract addresses the needs of those dependency and severance matters that are consolidated pursuant to the model adopted by the Maricopa County Juvenile Court in 1999 ("Model Court"). Model Court allows dependency matters to progress to severance within a consolidated case. Contractor shall follow consolidated cases through to conclusion.~~

5. EXTRAORDINARY CASES

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. The Contract Administrator may postpone a determination as to the extraordinary nature of the case, or the amount of additional compensation, until the Contractor has completed the matter. Additional 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. Verbal agreements to pay extraordinary compensation that are not reduced to writing **and transmitted to the Contract Administrator** within five (5) business days of the agreement will be of no force or effect.

6. CERTIFIED MATTERS

- A. ~~Parent Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is guardian ad litem or attorney that meets all of the following criteria:~~
- ~~1. Contractor's client is a parent whose children have been found dependent prior to July 1st;~~
 - ~~2. The Court has scheduled a report and review hearing in the matter; and~~
 - ~~3. The Contractor has not withdrawn as counsel of record for the client.~~
- B. ~~Child Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is guardian ad litem or attorney that meets all of the following criteria:~~
- ~~1. All children who Contractor represents have been found dependent as to all parents of the children prior to July 1st;~~
 - ~~2. The Court has scheduled a report and review hearing in the matter; and~~
 - ~~3. The Contractor has not withdrawn as counsel of record for the client(s).~~

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Certification payments will be made only upon the occurrence of the following events within one fiscal year:

- A. ~~Contractor must submit a copy of a Certification Statement, filed with and conformed by the Clerk of the Court, attesting to having conferred with the client prior to a report and review hearing or other substantive matter. This provision applies to all cases that are pending on July 1, 2007 regardless of the original date of assignment. This provision is a condition of payment for all cases heard on and after July 1, 2007.~~
- B. Contractor represents a client in a pending case in which the Court has entered a finding of dependency;
- C. Contractor's representation has continued into a fiscal year subsequent to the fiscal year in which the court made the dependency finding;
- D. Contractor has made an appearance in person, or in a Report and Review or other substantive court hearing in which the client's interest are at issue. Appearing "in person" does not include telephonic appearances; coverage or substitute appearances by any other lawyer assigned to the same case; coverage or substitute appearances by any other lawyer; or by filing a report with the court without also appearing in person; and
- E. Contractor has submitted an invoice to OPDS for payment along with the pertinent minute entry(ies) and ~~conformed copy of the Certification Statement~~ a copy of a Report and Review minute entry establishing the Contractor's appearance at the hearing. This applies to all cases retroactively;
- F. Certification of appearance by a report is not a valid appearance for certification payment. This applies to all cases retroactively; and
- G. Certification of appearance as a result of a Report and Review hearing when counsel has been relieved or withdrawn from the matter, or should have been relieved or withdrawn from the matter, is not a valid appearance qualifying contractor for a certification payment. For example, if a parent has not participated or appeared in a case, or has stopped participating or appearing in a case, merely attending a Report and Review hearing will not qualify as a compensable appearance. This provision applies to all cases that are pending on July 1, 2007 regardless of the original date of assignment.
- H. Parent Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is attorney of record meeting all of the following criteria:
 - 1. Contractor's client is a parent whose child(ren) has (have) been found dependent prior to July 1st;
 - 2. The Court has scheduled a Report and Review hearing or some other substantive hearing in the matter; and
 - 3. The Contractor has not withdrawn as counsel of record for the client because the client is participate and appearing in the case.

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- I. Child Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is ~~guardian ad litem~~ or attorney of record meeting all of the following criteria:
1. All children have been found dependent as to all parents of the children prior to July 1st;
 2. The Court has scheduled a Report and Review hearing **or some other substantive hearing** in the matter; and
 3. The Contractor has not withdrawn as counsel of record for the ~~clients~~ **child(ren) because the child is under the age of 18.**
7. **DE MINIMUS REPRESENTATION; TERMINATION BY COURT**
OCC OPDS will **not** compensate Contractor in any matter in which any of the following apply:
- A. The Court has terminated Contractor's representation of the client or the client has retained private counsel; or
 - B. The Court has requested OCC OPDS to substitute another OCC OPDS Contractor; and
 - C. ~~Contractor has expended less than eight (8) billable hours in the matter.~~
 - D. The Court has not made a determination of the client's indigency.
8. **DESIGNATED LOCATION; CHANGE AND TRANSFERS**
Contractor may be assigned cases at the location for which Contractor has indicated a preference (the "Designated Location"). Contractor's duties shall continue with respect to any matter even if the matter is transferred from the Designated Location. In its sole discretion, OCC OPDS may:
- A. Assign up to ~~40~~ **25** percent of Contractor's total assignments to a location other than the Designated Location; or
 - B. With respect to all of Contractor's assignments, OCC OPDS may change Contractor's Designated Location upon 30 days written notice to Contractor.
9. **SPECIAL CONTINUING EDUCATION DUTIES**
Contractor shall provide the Contract Administrator with proof that Contractor has attended at least three hours of continuing legal education in the area of juvenile law and/or procedure during each year of the term of this Contract.
10. **NOTICE OF APPEAL**
- A. Trial counsel shall notify ~~the Office of Contract Counsel~~ OPDS by facsimile or electronic mail of counsel's intention to file a Notice of Appeal prior to its filing. ~~The Office of Contract Counsel~~ OPDS will then assign appellate counsel from its list of Juvenile Appeals Contractors and notify the trial court and trial counsel of the assignment.
 - B. Trial counsel then shall file a motion to withdraw as counsel of record at the same time as filing the Notice of Appeal. The motion to withdraw shall contain the name of appellate counsel assigned by the ~~Office of Contract Counsel~~ OPDS.

**AMENDMENT #2
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Section III
CONSIDERATION

1. COMPENSATION

This section specifies the amount of compensation that OCC will pay Contractor for the services provided pursuant to this contract.

A. ~~If a Contractor withdraws or is withdrawn from a case, Contractor must have worked at least eight (8) hours on the case in order to receive credit for the assignment.~~

A. When a severance case assigned under this contract proceeds to trial, in addition to the Base Compensation, contractor will be paid a trial per diem rate up to a maximum aggregate payment of ~~\$4,500.00~~ ~~\$4000.00~~ **\$4,500.00** computed as follows:

1. ~~\$450.00~~ ~~\$400.00~~ **\$450.00** for each full day of trial (~~4.5~~ ~~5.0~~ **4.5** hours or more in session) or;

2. ~~\$225.00~~ ~~\$200.00~~ **\$225.00** for each half-day of trial (less than ~~4.5~~ ~~5.0~~ **4.5** hours in session).

B. Contractor must submit an original *Invoice in Support of Request for Warrant* using the form prescribed by the County for payment at other than the base rate under this contract. Invoices submitted more than six (6) months after the date of service ~~the appointment~~ must be submitted to the Maricopa County ~~Attorney's Office, Division of County Counsel,~~ Board of Supervisors as a claim against Maricopa County.

C. If the Contractor terminates the contract prior to its expiration, Contractor will be responsible for the completion of all cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated. If any assigned clients receive additional petitions within ~~one hundred and twenty (120)~~ **ninety (90)** days after termination of the contract, ~~OCC~~ OPDS will assign the new petition(s) to Contractor.

D. This is a three (3) year contract, with the 1st year period defined as July 1, 2004 thru June 30, 2005, the 2nd year period defined as July 1, 2005 thru June 30, 2006 and the 3rd year period defined as July 1, 2006 thru June 30, 2007.

E. This contract does not guarantee any case assignments or compensation.

F. **If Contractor files a Motion for Substitution of Counsel, Contractor will be responsible for finding a replacement from the list of then-current dependency Contractors and for providing a list to the Office of Contract Counsel of the substituting counsel.**

Substituting contractors are not compensated with new assignment credits for the cases received from substituted counsel. Instead, substituting contractors will have the opportunity to certify cases under the certification agreement as long as the substituted contractor has not already certified the matter within the current fiscal year and only upon complying with the requirements of Section II (5) above.

H. **If Contractor has reasonable grounds to believe that a client is not indigent, or that the court should re-determine whether a client is indigent, Contractor has an affirmative obligation to bring the client's financial status to the court's attention within five business days.**

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2. **METHOD OF PAYMENT**

A. ~~The parties shall calculate Contractor's Base Compensation in accordance with the following Schedule of Services and Fees:~~

- ~~1. Attorneys and GALs shall be paid \$1,000.00 for all pre-severance matters regardless of the nature of the assignment;~~
- ~~2. Attorneys and GALs shall be paid \$750.00 for all severance and adoption/guardianship matters regardless of the nature of the assignment; and~~
- ~~3. An annual certification fee of \$250.00 for every year thereafter that a case remains active and the subject of review by a Superior Court judicial officer.~~

A. **Contractor's base compensation will be calculated according to the following Schedule of Services and Fees for those clients who have been found by the court to be indigent.**

1. **Pre-Severance**

1. **Attorney for child(ren) shall be paid \$500.00-\$1000.00;**
2. **Attorney for parent shall be paid \$750.00-\$1000.00. However if an assigned parent fails to appear for the initial court hearing, counsel for that parent will be paid \$100.00 for attending the initial court hearing.**

2. **Severance through adoption/guardianship**

- i. **Attorney for child(ren) shall be paid \$500.00-\$1000.00**
- ii. **Attorney for parent shall be paid \$750.00.**
3. **An annual certification fee of \$150.00-\$250.00 for every year thereafter that a case remains active in the Report and Review stage only.**

B. Subject to the availability of funds and its best efforts, OCC OPDS will process and remit to the Contractor a warrant for payment on the **last day** ~~third Friday~~ of each month during the term of the contract.

- ~~1. The first payment of the contract term will be made in May 2005 **August 2007**.~~
- ~~2. Payment will be based on the number of actual case credits assigned to the Contractor during the previous month, **minus any credit withholdings**. Contractor's logs must be received by OCC by the date designated by OCC. These Contractors who do not submit their logs by the designated date will not be paid until the month following the receipt of the Contractors' logs.~~
- ~~3. The final payment of the contract term will be paid in July of the following fiscal year.~~

3. **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, worker's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability that the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

AMENDMENT #1

SERIAL 04231 ROQ JUVENILE DEPENDENCY ATTORNEY SERVICES–OCC II
(NIGP 96149)

DATE OF LAST REVISION: May 31, 2007

CONTRACT END DATE: June 30, 2010

AMENDMENT #1 – (DTD 1/24/07) Consists of revisions to the language found in sections I, II, and III. New language is reflected in bold characters and deleted language is reflected as strike-through

Effective date for AMENDMENT #1 is JULY 1, 2007.

JUNE 30, 2010
CONTRACT PERIOD THROUGH ~~JUNE 30, 2007~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for JUVENILE DEPENDENCY ATTORNEY SERVICES–OCC II
(NIGP 96149)

Attached to this letter is purchase order effective purchasing contract for products and/or services to be supplied to Maricopa County as awarded by Maricopa County on **March 23, 2005**.

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.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Mark Kennedy, Office of Contract Counsel
Kathy Sicard, Materials Management

(Please remove Serial 04022-ROQ from your contract notebooks)

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

SIGNATURE ON FILE

Signature: _____

Date: _____

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04231-ROQ**

**SECTION I
GENERAL PROVISIONS**

2. DEFINITIONS

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

- E. Board of Supervisors means Maricopa County Board of Supervisors.
- F. Billable Time means 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 waiting for meetings, unanswered phone calls, leaving a message, or setting up a meeting or conference.
- G. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- H. Contract means this document and all attachments hereto.
- I. Contract Administrator means the agent designated by the County Administrative Officer to review, administer and monitor the contracts for OCC.
- J. OCC means the person listed on the Cover Page of the Contract.
- K. County means Maricopa County and is synonymous with OCC.
- L. Credit is one assignment **entitling** Contractor to the base compensation ~~required by the base compensation~~ as provided in Section III (Compensation) of the Contract.
- M. Extraordinary compensation means 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.
- N. Fiscal Year is ~~continuous~~ **concurrent** with the County's fiscal year and which is comprised of the 12 consecutive months from July 1 to June 30.
- O. OCC means the Office of Contract Counsel and is synonymous with Maricopa County.
- P. Parties or Party mean OCC, the County and Contractor as the context requires.

**AMENDMENT #1
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O. Reimbursable Expenses means 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; (5) fees for the issuance of subpoenas **or for copies of documents** charged by the Clerk of the Court; or (6) other items that are an ordinary cost of doing business, including, but not limited to, the transcription of interviews conducted by the Contractor or any other person.

Representation means the services that Contractor provides to a Client in a specific legal matter.

O. Trial means participation in a court hearing at which jeopardy or prejudice has attached, witnesses are sworn, and testimony is taken. A trial day is 3.5 or more hours of **actual** trial time; a half-day is less than 3.5 **5.0** hours.

7. TERM

The Contract begins on July 1, 2004 (the "Commencement Date") and expires on June 30, 2007, unless extended, amended or terminated consistent with the provisions of the Contract.

8. RIGHT TO EXTEND CONTRACT

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of 3 additional one-year periods. Contractor shall be notified in writing by OCC 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.

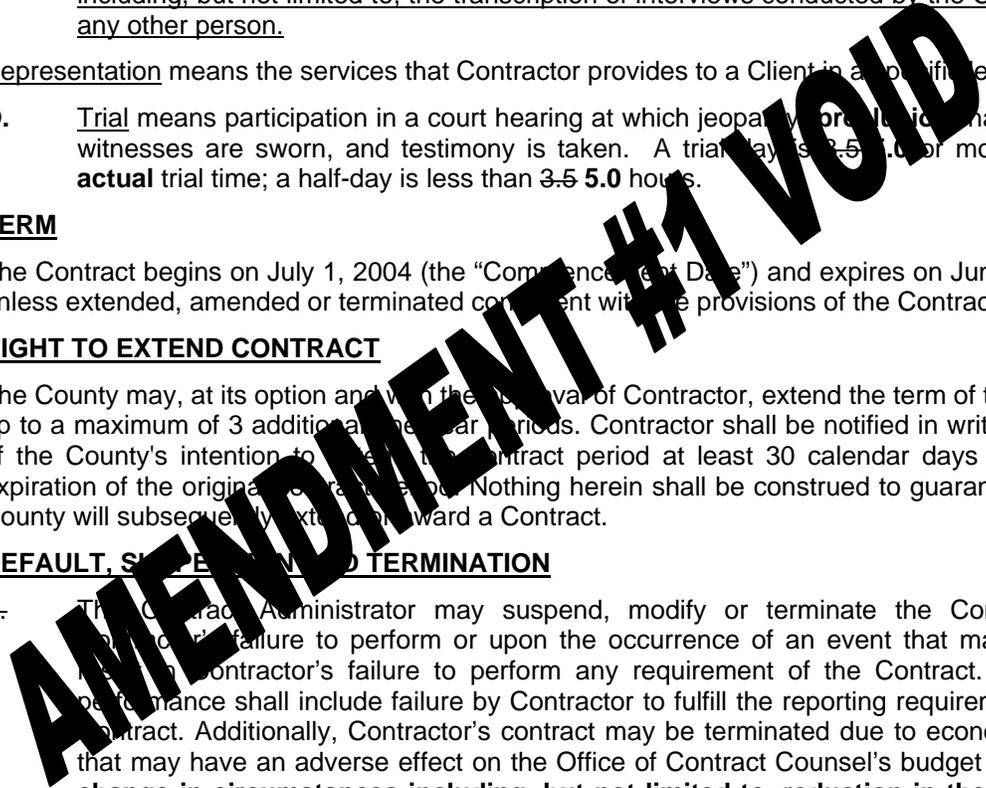
9. DEFAULT, SUSPENSION AND TERMINATION

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 Contract Counsel's budget **or 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.** ~~Termination will be based on the applicant's score and the court facility that is showing the greatest impact.~~

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 paragraph 6(D) below.



**AMENDMENT #1
SERIAL 04231-ROQ**

10. NON-EXCLUSIVE STATUS

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

11. CONTRACTOR'S RESPONSIBILITIES

- A. Effective Representation. Contractor shall ~~provide~~ **effectively represent the Client including:** legal representation of the Client including, but not limited to, the following:
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; and conducting such interviews and investigation as may be appropriate; and
 5. appearing in court on any day that over 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 under the Arizona Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor becomes unable to complete an assignment, Contractor is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to account for the time Contractor has actually expended and to return any fee paid for the representation where appropriate.
- D. Continuing Representation. Contractor has a continuing duty to represent Clients until the Court has terminated the representation. Termination of a contract(s) by either the County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination. The County will not compensate Contractor for services rendered after termination or expiration of the Contract absent extraordinary circumstances.
- 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 OCC of ~~that ruling~~ the determination that the client is not indigent.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04231-ROQ**

- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorneys' fees or ~~damages~~, in any matter that relates to or arises out of a pending assignment or representation other than compensation as specified in the Contract.
- 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 report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC 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. Contractor shall not keep 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. See Section I, Part 6, subsection T.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC Contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit any act that will interfere with the performance of work by the Contract Administrator, ~~other~~ **Contract Attorney** or their staffs. Contractor shall notify OCC if any non-contract counsel enters an appearance on behalf of a criminal defendant on Kevin Hardy or other basis.
- K. Vacation Days. Contractor may designate 10 **business** days during the term ("Vacation Days") for which appointments will be accepted provided, however, that the last 10 days of the term may not be designated as Vacation Days unless Contractor has received the total number of assignments authorized pursuant to the Contract. Contractor shall facilitate the orderly scheduling of cases by notifying OCC, in writing, at least 10 days prior to invoking this provision.
- L. Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may substitute performance only 1.) through a conflict-free Contract Attorney; and 2.) with the **prior** written consent of the Contract Administrator. No previous substitute performance agreements are recognized or accepted by OCC simply because a previous Contract Administrator gave verbal or written consent to such agreements. Any previous consent to such agreements is revoked. Contractor shall provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise **physically** unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract. **Similarly, because this is a personal services contract, Contractor is expected to personally attend each and every court or court-related proceeding. Any process or procedure, formal or informal, for the "coverage" of court appearances or court-related proceedings by other Contractors, other lawyers employed by Maricopa County, or any other persons will not be recognized or accepted by OCC.**

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- L. 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** ~~social workers~~, service of process ~~(other than local service)~~, 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 will 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 experts, transcriptionist, investigators, news services etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or other **approved supplier of professional services** ~~person~~ exceeds the OCC approved amount for the expenditure, OCC is not obliged 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 and attached. All expenses must be approved by OCC prior to the inception of the expense to **being incurred. Bills for expenses incurred prior to approval by OCC will not be honored or ratified.**

OCC 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.

- N. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OCC will appoint an investigator from a group of contracted investigators and specify approve a specific a-maximum number of billable hours to be expended by the investigator on the case. Contractors no longer have the ability to designate which investigator he/she may want. Any such designation will be done by OCC. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC.

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.

- N. Mitigation Specialists. **In capital cases only,** Contractors may submit for preliminary approval by the Contract Administrator any request for appointment of a mitigation specialist. If the nominated mitigation specialist appears to be available to perform the requested work in a timely basis, Contractor will request that the assigned trial judge make the appointment. Only upon the approval of the trial judge will the mitigation specialist be authorized to initiate work on the case. In the event that the mitigation specialist should need additional hours, the Contractor is then responsible for filing a request with OCC which will then forward the request to the court for approval. 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. A copy of the trial court's order of appointment must be given to the appointed mitigation specialist ~~prior to the commencement of any work either at the outset of, or during, an appointment at the earliest possible date.~~

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- O. Appointment of Interpreters. ~~Court~~ Interpreters from **Maricopa County's Office of Court Interpreters** ~~will~~ **shall** be used for non-English-speaking clients as reasonable and necessary for all court proceedings and out-of-court matters.
- P. Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OCC 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 I, Part 6, subsection S.
- W. Compliance with Law. Contractor will comply with all laws, including ~~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 notify OCC 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.
- X. Technological Equipment. Contractor must possess the following equipment to meet the needs of OCC appointment protocol: effective 12/4/14
1. Desktop computer operating system or laptop computer;
 2. Microsoft Office Suite and Adobe Reader;
 3. E-mail address; and
 4. Pager and/or cell phone.
- Y. 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 in the terms of the contract**, that otherwise would not be covered under the contract, Contractor must timely serve a copy of the motion upon OCC. Failure to serve OCC notice of a motion for additional compensation **or expenditure** on a timely basis will result in either suspension or termination of the contract.
- Z. Monthly Case Logs. All **case** logs must be returned via Internet e-mail to OCC by the date designated by the department OCC. This includes all changes to case dispositions, hours-to-date and possible credits. Failure to submit case logs by the designated date will 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.
- AA. Reporting and Billing periods. Any case reported to OCC **for the first time** that is six (6) months old or older from the date of appointment will not be compensated by OCC. In addition, no service rendered by Contractor that is six (6) months old or older will be paid by OCC. Any such claim must be submitted to the ~~Office of County Counsel~~ Maricopa County Board of Supervisors.
- BB. Attorney Complaints. Any complaint made about a Contractor will 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 and submit a copy of Contractor's response thereof to OCC.

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15. AMENDMENTS

All amendments to the Contract must be in writing, signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

16. STRICT COMPLIANCE

Acceptance by OCC 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 including** strict compliance with all other terms.

17. LAWS, RULES AND REGULATIONS

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

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

15. 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 is made, and after the resolution of any audit questions, whichever is longer. County auditors, state 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.

OCC will not pay interest associated with the storage of any records or files **created for, pertaining to, or arising from**, this contract.

16. AUDIT AND 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, OCC shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

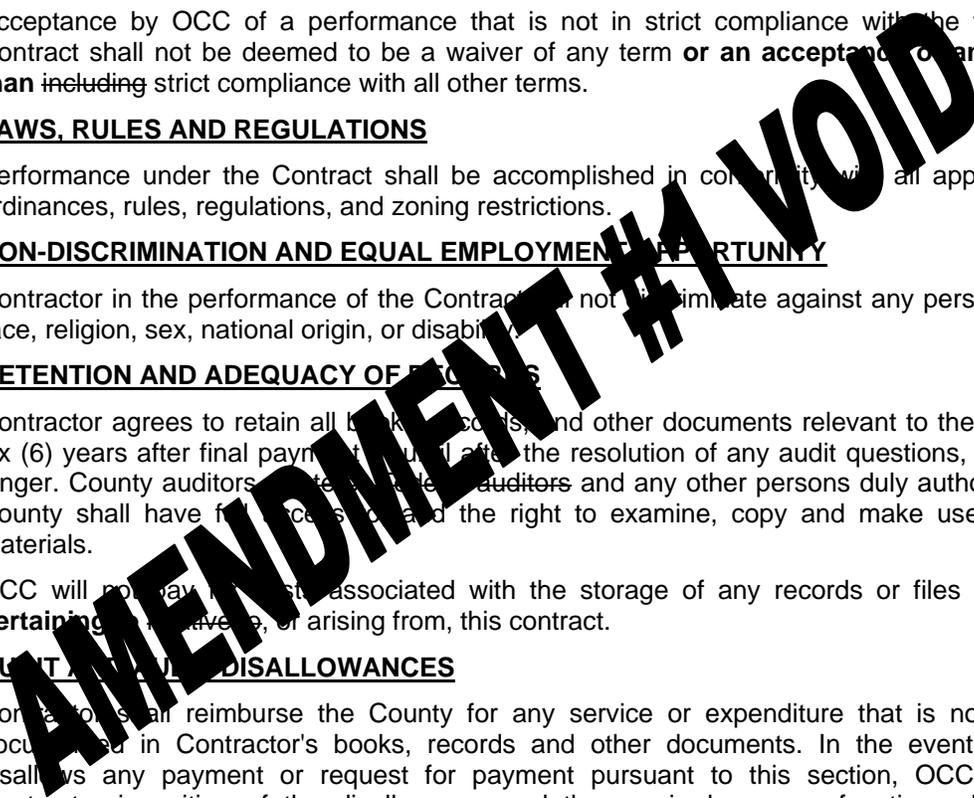
17. DISPUTES

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, ~~Section MC1-906.~~

18. WAIVER OF CLAIMS

E. 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.

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



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- G. 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.
- H. This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of this contract is **found** ~~construed as~~ to be invalid or unenforceable, the Contract may be terminated in 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.

20. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Parties shall 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.

24. COMPLIANCE WITH APPLICABLE LAWS

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

25. 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:

- D. personal delivery;
- E. one (1) business day from the transmission by telecopier; or
- F. **five (5)** ~~three (3)~~ 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.

26. RULES OF CONSTRUCTION

- G. 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.

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- H. 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.
- I. 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.
- J. 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.
- K. 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.) included to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.
- L. Remedies Cumulative. Any remedy under the Contract is cumulative and is not exclusive of any other remedy, and does not limit any other legal or equitable remedy that may be available to any Party.

24. MISCELLANEOUS

- A. Process Server. Currently, OCC has purchase agreements with E-Z Messenger and Frontier Attorney Services. Once you have a subpoena issued by the Clerk of the Court, contractor may give subpoena to one of the firms for service without pre-approval by OCC. You must, however, use the appropriate form so that these firms know to invoice OCC and not you. **Expenditures for service of process must be approved by OCC prior to incurring any such expense. In the event that Contractor does not request approval, OCC's approval before incurring such an expense, Contractor shall be responsible for payment of the process server's service invoice.**
- B. Court Reporters
Only appellate and post-conviction relief transcripts are paid directly by OCC. Any other use of court reporters or transcriptionists must be approved beforehand by a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate vendor. As a general rule, when you request transcripts during a trial (to impeach a witness, etc.), you should make it clear to the court reporter that you alone are requesting a transcript of the testimony and that OCC 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 original trial. OCC encourages you to bring this provision to the court's attention **should the parties disagree about sharing the costs**. 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**. OCC requires that Contractor justify such requests with an explanation as to why this 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.

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C. Audio and Video Tape Transcription

Currently, the only approved contract vendor for audio and video tape transcription is Copperstate Court Reporters. It is the responsibility of each Contractor to deliver the tapes in time to take advantage of the Regular delivery rate (\$2.50/page) of 20 calendar days. The Expedited delivery rate (\$2.75/page) of 10 calendar days and the Rush delivery rate (\$5.00/page) 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 through OCC. If a car rental is necessary, OCC requests that Contractor supply OCC with Contractor credit card information so that a vehicle can be reserved for Contractor. OCC will work with contractor to make these arrangements.

E. Identification Badges

Identification badges are available to Contractor Counsel at no charge. Please contact OCC at (602) 506-7228 to obtain an identification badge.

F. Change of Address/Firm

Please advise OCC promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. If Contractor's business changes its name, i.e., if you form a new P.C. or LLC, please remember that this change will modify the contract Contractor has with the court and supervisors. OCC asks that you notify OCC in writing.

G. Weapons Policy

No weapons, guns or unloaded, props or real, are to be brought into the courthouse building. There are security lockers for storage of these items in the court buildings. If you have any questions regarding this policy, call Court Administration at (602) 506-3070.

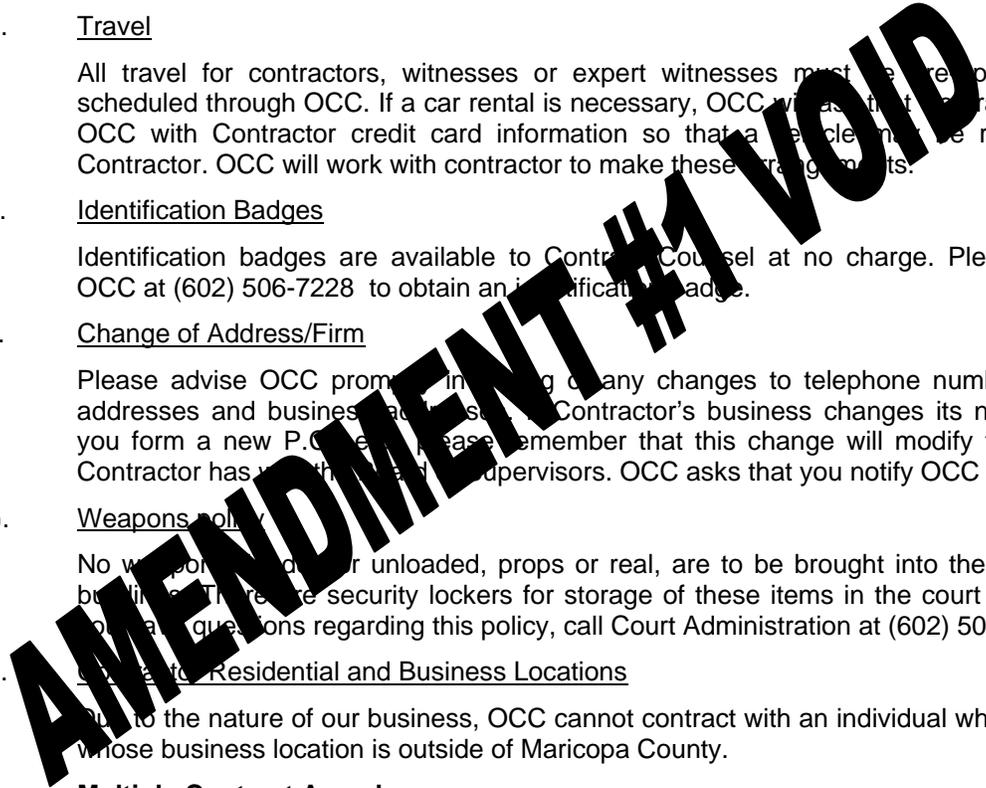
H. Contractors Residential and Business Locations

Due to the nature of our business, OCC cannot contract with an individual who resides or whose business location is outside of Maricopa County.

I. Multiple Contract Awards.

During this contract period, re-solicitation efforts (subsequent award(s), if requirements demand such, contracts will be awarded, and contractors may hold only "like category" contracts, as defined by OCC (listed below) in the following categories:

1. **Juvenile Delinquency and Juvenile Drug Court;**
2. **Juvenile Appeals and Adult Appeals/PCR;**
3. **Probate, Mental Health and Adult Special Advocacy;**
4. **Juvenile Dependency;**
5. **Juvenile Special Advocacy; and**
6. **Adult Felony and Homicide/Major Felony.**



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The contract applications include a cover sheet for applicants to rank their preferences for each of the contract categories and location. 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 category of contract, the applicant shall clearly designate that category or those categories with "n/a." In the event that the contractor award(s) are in conflict with the OCC defined "like categories", as listed above, the contractor will be notified of such conflict, and the Contractor, in turn, shall advise OCC in writing, of the contract they wish to terminate.

J. Adult and Juvenile Contracts.

Effective this contract period, re-solicitation efforts (subsequent award(s), contractors shall no longer be awarded both adult and juvenile contracts with the exception of the appeals contracts.

K. Appointments.

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

L. Billing for Time.

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

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.

M. Total Open Caseload.

1. All Adult Contractors who hold the following contracts are subject to a combined open/pending maximum caseload for all past and present contracts regardless of contract type of 100 OCC-assigned cases (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

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2. All Juvenile Contractors who hold the following contracts are subject to a combined open/pending maximum caseload for all past and present contracts regardless of contract types of 260 OCC-assigned cases (determined by primary case numbers):

- F. Juvenile Appeals;
- G. Juvenile Delinquency;
- H. Juvenile Dependency;
- I. Juvenile Drug Court; and
- J. Juvenile Special Advocacy.

3. In the event that Contractor's caseload exceeds the applicable threshold, Contractor will be locked in OCC's case management system to prevent future appointments until Contractor's assigned cases fall below the applicable threshold.

N. Office of Contract Counsel's Policies and Procedures.

Throughout the contract period, OCC reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Criminal Justice Management Department of Maricopa County, the Department of Financial Administration of Maricopa County, and the Board of Supervisors of Maricopa County. Any new or amended policies and procedures will be updated on OCC's Web page at www.maricopa.gov/contractcounsel.

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SECTION II
WORK STATEMENT

1. **EFFECT**

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2. **DUTIES**

A. In addition to the duties specified in Section I, Contractor shall provide legal services, as assigned, **as attorney** for parents and children or other parties in dependency and severance proceedings in the Juvenile Court of Maricopa County. **at times and times ordered by the Juvenile Court for those proceedings beginning July 1, 2007, Contractor shall file with the Clerk of the Court a Certification Statement attesting to having conferred with the client prior to any substantive hearings including report and review hearings. The Certification Statement shall describe the place, date, time and duration of the meeting.** Contractor shall also serve as *guardian ad litem* as assigned (the "GAL Assignment") for children, parents and other parties in dependency and severance cases in the Juvenile Court of Maricopa County.

B. Contractor shall accept or deny assignments whether the client is a parent or child unless ethically prohibited from accepting the assignment.

C. ~~Contractor is required to comply with the Juvenile G.A.L. Performance Guidelines promulgated by the Maricopa County Superior Court - Juvenile Division which are attached hereto as Exhibit 1 and incorporated herein by reference.~~

4. **ASSIGNMENT CASES**

A. ~~OCC will credit Contractor with one credit for each assigned client not to exceed a reactive total of 125 cases pending at a given time. See breakdown of payments and credits in Section III, Consideration.~~

A. **OCC will compensate Contractor for each newly assigned case. See breakdown of payments and credits in Section III Consideration.**

B. ~~Should a dependency petition be filed from a Special Advocacy matter, an attorney appointed to the Special Advocacy matter will also be appointed to the dependency matter only if the Special Advocate has a dependency contract.~~

C. ~~In the event that the Special Advocate does not have a dependency contract, OCC will then provide a dependency contractor to represent the client through the dependency proceedings.~~

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~~D. Should the dependency matter be dismissed and the case returned to a Special Advocacy matter, the original Special Advocate will be reassigned to the matter without additional compensation if the case reverts within twelve (12) months from the original date of appointment to the Special Advocacy matter.~~

~~F. Should a dependency matter be refiled within twelve (12) months from the date of appointment to the original dependency, the original attorney or GAL will be re-appointed to the matter without additional compensation.~~

~~F. Certification payments are due only upon the occurrence of the following events within one fiscal year:~~

- ~~1. Contractor represents a client in an open case in which the court has entered a finding of dependency;~~
- ~~2. Contractor's representation has continued into a fiscal year subsequent to the fiscal year in which the court made the dependency finding;~~
- ~~3. Contractor has made an appearance in person or telephonically before a Court, Foster Care Review Board, or CAS Standing with respect to the case; and~~
- ~~4. Contractor has submitted an appearance to the C along with a copy of a minute entry or other suitable documentation establishing Contractor's appearance in the case.~~

~~4. **DEPENDENCY AND SEVERANCE MATTERS**~~

~~This contract addresses the issues of these dependency and severance matters that are consolidated pursuant to the rules adopted by the Maricopa County Juvenile Court in 1999 ("Model Court"). Matters that do not progress to severance within a consolidated case. Contractor shall follow consolidated cases through to conclusion.~~

~~5. **EXTRAORDINARY CASES**~~

~~Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. The Contract Administrator may postpone a determination as to the extraordinary nature of the case, or the amount of additional compensation, until the Contractor has completed the matter. Additional 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. Verbal agreements to pay extraordinary compensation that are not reduced to writing **and transmitted to the Contract Administrator** within five (5) business days **of the agreement** will be of no force or effect.~~

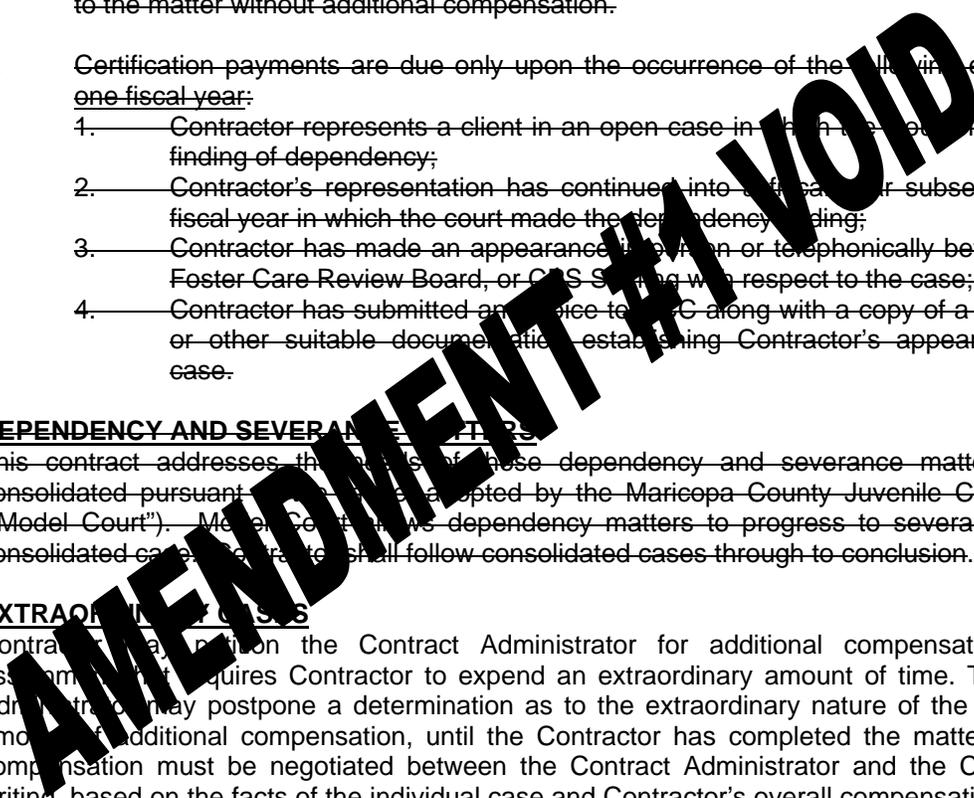
~~6. **CERTIFIED MATTERS**~~

~~C. Parent Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is *guardian ad litem* or attorney that meets all of the following criteria:~~

- ~~1. Contractor's client is a parent whose children have been found dependent prior to July 1st;~~
- ~~2. The Court has scheduled a report and review hearing in the matter; and~~
- ~~3. The Contractor has not withdrawn as counsel of record for the client.~~

~~D. Child Certification. Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is *guardian ad litem* or attorney that meets all of the following criteria:~~

- ~~1. All children who Contractor represents have been found dependent as to all parents of the children prior to July 1st;~~



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2. ~~_____~~ The Court has scheduled a report and review hearing in the matter; and
3. ~~_____~~ The Contractor has not withdrawn as counsel of record for the client(s).

Certification payments will be made only upon the occurrence of the following events within one fiscal year:

- A. Contractor must submit a copy of a Certification Statement, filed with and conformed by the Clerk of the Court, attesting to having conferred with the client prior to a report and review hearing or other substantive matter. This provision applies to all cases that are pending on July 1, 2007 regardless of the original date of assignment. This provision is a condition of payment for all cases heard on and after July 1, 2007.
- B. Contractor represents a client in a pending case in which the Court has entered a finding of dependency;
- C. Contractor's representation has continued into a fiscal year subsequent to the fiscal year in which the court made the dependency finding;
- D. Contractor has made an appearance in person, or in a Report and Review or other substantive court hearing, where the client's interest are at issue. Appearing "in person" does not include telephonic appearances; coverage or substitute appearances by another lawyer assigned to the same case; coverage or substitute appearances by another lawyer; or by filing a report with the court without also appearing in person; and
- E. Contractor has submitted an invoice for payment along with the pertinent minute entry (s) and conformed copy of the Certification Statement. a copy of a Report and Review minute entry. This applies to all cases retroactively;
- F. Certification of appearance by a report is not a valid appearance for certification payment. This applies to all cases retroactively; and
- G. Certification of appearance as a result of a Report and Review hearing when counsel has been relieved or withdrawn from the matter, or should have been relieved or withdrawn from the matter, is not a valid appearance qualifying contractor for a certification payment. For example, if a parent has not participated or appeared in a case, or has stopped participating or appearing in a case, merely attending a Report and Review hearing will not qualify as a compensable appearance. This provision applies to all cases that are pending on July 1, 2007 regardless of the original date of assignment.

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H. **Parent Certification.** Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is attorney of record meeting all of the following criteria:

1. Contractor's client is a parent whose child(ren) have been found dependent prior to July 1st;
2. The Court has scheduled a Report and Review hearing or some other substantive hearing in the matter; and
3. The Contractor has not withdrawn as counsel of record for the client because the client is participate and appearing in the case.

A. I. **Child Certification.** Contractor will certify at the beginning of each contract year, by name and case number, each matter in which Contractor is guardian *ad litem* or attorney of record meeting all of the following criteria:

1. All children have been found dependent as to all parents of the children prior to July 1st;
2. The Court has scheduled a Report and Review hearing or some other substantive hearing in the matter; and
3. The Contractor has not withdrawn as counsel of record for the client's child(ren) because the child is under the age of 18.

7. **DE MINIMUS REPRESENTATION; TERMINATION BY COURT**

OCC will terminate Contractor in any matter in which any of the following apply:

- E. The Court has terminated Contractor's representation of the client or the client has terminated Contractor as private counsel; or
- F. The Court has requested OCC to substitute another OCC Contractor; and
- G. Contractor has expended less than eight (8) billable hours in the matter.
- H. The Court has not made a determination of the client's indigency.

8. **DESIGNATED LOCATION; CHANGE AND TRANSFERS**

Contractor may be assigned cases at the location for which Contractor has indicated a preference (the "Designated Location"). Contractor's duties shall continue with respect to any matter even if the matter is transferred from the Designated Location. In its sole discretion, OCC may:

- C. Assign up to ~~40~~ **25** percent of Contractor's total assignments to a location other than the Designated Location; or
- D. With respect to all of Contractor's assignments, OCC may change Contractor's Designated Location upon 30 days written notice to Contractor.

9. **SPECIAL CONTINUING EDUCATION DUTIES**

Contractor shall provide the Contract Administrator with proof that Contractor has attended at least three hours of continuing legal education in the area of juvenile law and/or procedure during each year of the term of this Contract.

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10. NOTICE OF APPEAL

- C. Trial counsel shall notify the Office of Contract Counsel by facsimile or electronic mail of counsel's intention to file a Notice of Appeal prior to its filing. The Office of Contract Counsel will then assign appellate counsel from its list of Juvenile Appeals Contractors and notify the trial court and trial counsel of the assignment.
- D. Trial counsel then shall file a motion to withdraw as counsel of record at the same time as filing the Notice of Appeal. The motion to withdraw shall contain the name of appellate counsel assigned by the Office of Contract Counsel.

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Section III
CONSIDERATION

4. COMPENSATION

This section specifies the amount of compensation that OCC will pay Contractor for the services provided pursuant to this contract.

A. ~~If a Contractor withdraws or is withdrawn from a case, Contractor must have worked at least eight (8) hours on the case in order to receive credit for the assignment.~~

B. When a severance case assigned under this contract proceeds to trial, in addition to the Base Compensation, contractor will be paid an hourly rate up to a maximum aggregate payment of ~~\$4,500.00~~ **\$400.00** computed as follows:

1. ~~\$450.00~~ **\$400.00** for each full day of trial (~~4-5~~ **5.0** hours or more in session) or;
2. ~~\$225.00~~ **\$200.00** for each half day of trial (~~4-5~~ **5.0** hours in session).

C. Contractor must submit an original ~~invoice in Support of Request for Warrant~~ using the form prescribed by the County for payment at other than the base rate under this contract. Invoices submitted more than six (6) months after the date of service the appropriate invoice must be submitted to the Maricopa County ~~Attorney's Office, Division of Legal Counsel, Board of Supervisors~~ as a claim against Maricopa County.

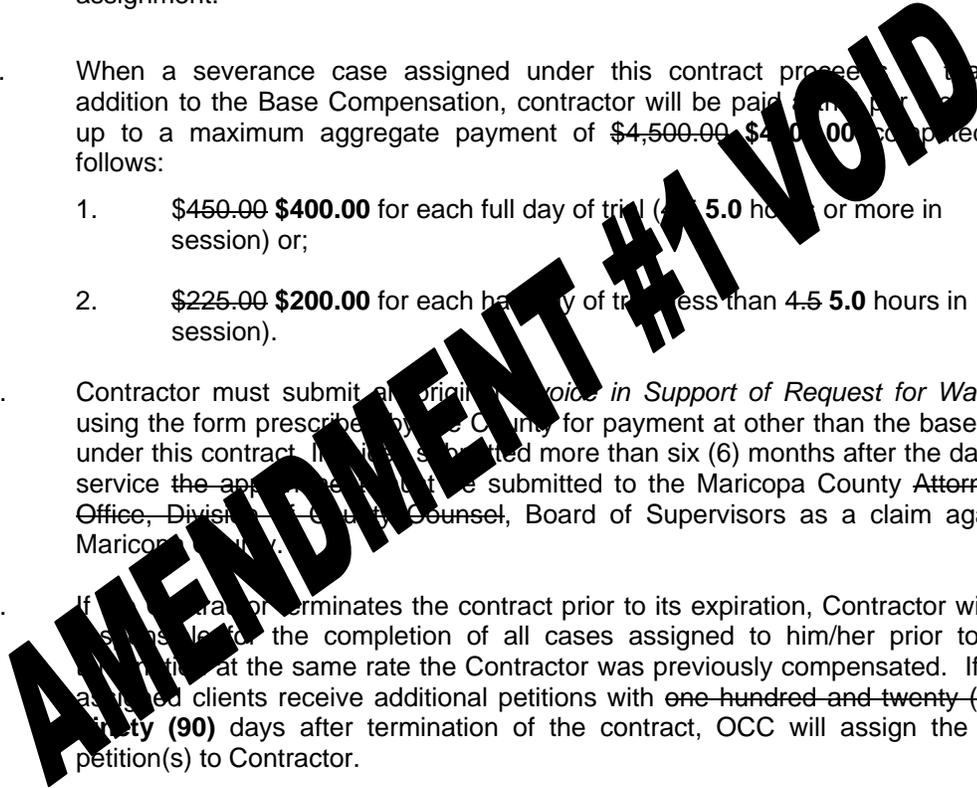
D. If Contractor terminates the contract prior to its expiration, Contractor will be responsible for the completion of all cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated. If any assigned clients receive additional petitions with ~~one hundred and twenty (120) days~~ **ninety (90)** days after termination of the contract, OCC will assign the new petition(s) to Contractor.

E. This is a three (3) year contract, with the 1st year period defined as July 1, 2004 thru June 30, 2005, the 2nd year period defined as July 1, 2005 thru June 30, 2006 and the 3rd year period defined as July 1, 2006 thru June 30, 2007.

F. This contract does not guarantee any case assignments or compensation.

G. **If Contractor files a Motion for Substitution of Counsel, Contractor will be responsible for finding a replacement from the list of then-current dependency Contractors and for providing a list to the Office of Contract Counsel of the substituting counsel.**

Substituting contractors are not compensated with new assignment credits for the cases received from substituted counsel. Instead, substituting contractors will have the opportunity to certify cases under the certification agreement as long as the substituted contractor has not already certified the matter within the current fiscal year and only upon complying with the requirements of Section II (5) above.



AMENDMENT #1
SERIAL 04231-ROQ

- H, **If Contractor has reasonable grounds to believe that a client is not indigent, or that the court should re-determine whether a client is indigent, Contractor has an affirmative obligation to bring the client's financial status to the court's attention with five business days.**

5. **METHOD OF PAYMENT**

~~A. The parties shall calculate Contractor's Base Compensation in accordance with the following Schedule of Services and Fees:~~

- ~~1. Attorneys and GALs shall be paid \$1,000.00 for all pre-severance matters regardless of the nature of the assignment;~~
- ~~2. Attorneys and GALs shall be paid \$750.00 for all severance and adoption/guardianship matters regardless of the nature of the assignment; and~~
- ~~3. An annual certification fee of \$50.00 for every year thereafter that a case remains active and is subject to review by a Superior Court judicial officer.~~

A. **Contractor's base compensation will be calculated according to the following Schedule of Services and Fees for those clients who have been found by the court to be indigent.**

1. **Pre-Severance**
 - Attorney for child(ren) shall be paid \$500.00;**
 - Attorney for parent shall be paid \$750.00. However if an assigned parent fails to appear for the initial court hearing, counsel for that parent will be paid \$100.00 for attending the initial court hearing.**

2. **Severance through adoption/guardianship**
 - Attorney for child(ren) shall be paid \$500.00**
 - Attorney for parent shall be paid \$750.00.**

6. **An annual certification fee of \$150.00 for every year thereafter that a case remains active in the Report and Review stage only.**

B. Subject to the availability of funds and its best efforts, OCC will process and remit to the Contractor a warrant for payment on the **last day** ~~third Friday~~ of each month during the term of the contract.

1. The first payment of the contract term will be made in ~~May 2005~~ **August 2007**.
2. Payment will be based on the number of actual case credits assigned to the Contractor during the previous month, **minus any credit withholdings**. Contractor's logs must be received by OCC by the date designated by OCC. ~~Those Contractors who do not submit their logs by the designated date will not be paid until the month following the receipt of the Contractors' logs.~~

**AMENDMENT #1
SERIAL 04231-ROQ**

3. The final payment of the contract term will be paid in July of the following fiscal year.

3. 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, worker's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability that the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

AMENDMENT #1 VOID



Application for Indigent Representation
Office of Contract Counsel
Submit Applications to:
Materials Management
320 W. Lincoln St.
Phoenix, AZ. 85003

Please complete a separate application for each type of contract for which you are applying. This application is for the following contract (check only one):

JUVENILE CONTRACTS
[] Juvenile Delinquency: Circle one SEF or Durango
[] Juvenile Dependency: Circle one SEF or Durango
[] Juvenile Appeals
[] Special Advocacy Includes: DR, CV, CR, PB, JN, FC, etc.
[] Juvenile Drug Court: Circle one SEF or Durango

ADULT CONTRACTS
[] Adult Felony: Circle one SEF or Downtown
[] Homicide
[] Adult Appeals/PCR
[] (Probate Only) Quadrant 1 2 3 4 Indicate Preferred Quadrant, by circling preference(s).
[] Mental Health _____

PREFERENCE:

[] Juvenile Contracts [] Adult Contracts

NOTE: Please indicate the contract you wish to apply for in the above box by checking the appropriate box. If you wish to rank your order of preference for this contract, please rank it on the line provided next to the contract type. If a preference for a facility is not indicated on application, one may be assigned to you. Additionally, OCC no longer allows contractors hold to both juvenile and adult contracts. Please check one of the above boxes under Preference indicating your preference. If a preference is not checked this may result in a non-recommendation for award of contract.

GENERAL INFORMATION

Contract Number _____
Located in the upper left corner of contract signature page.
Social Security Number _____
Last Name _____
First Name _____
Business Address _____
City _____ Zip _____
Business Phone _____ Fax Number _____
Home Phone _____ Pager/Cell _____ Mandatory
E-mail Address _____ Mandatory

GENERAL INSTRUCTIONS

- Type or print in black ink this application in its entirety.
• Specify Contract Number for which you are applying. (Note: a separate application must be submitted for each contract.
• Sign the form; please note that all information given is subject to verification.
• Submit the completed application by the closing date noted on the bid solicitation.
• Retain a copy of this application for your records. Once submitted, copies will not be provided to applicants.

FILL OUT ACCORDINGLY

Are you currently employed by Maricopa County/ Superior Courts YES [] NO []
Have you ever worked for Maricopa County/Superior Courts YES [] NO []
Are you currently licensed to practice law in Arizona? YES [] NO [] State Bar ID: _____
Bar admissions and dates _____
Firm Name _____ Federal Tax ID No. _____
Please list associates and/or partners _____
Have you ever been denied admission to the Bar of any state? _____

Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction? If so, provide details, including date and resolution.

List, describe and provide the date of any sanctions imposed upon you by any court for violation for any rule, procedure, or for any other impropriety: -

What other public contracts do you currently hold, or will you seek during this contract period. (If Maricopa County awards you a contract, you will be required to maintain a current statement of other contracts simultaneously held.)

EDUCATION			
College/University	Dates	Type of Degree	Degree Awarded
Law School attended	Dates	Type of Degree	Degree Awarded

List your three most current CLE courses: _____

Driver's Licenses, Professional Licenses, Certifications and Registrations			
Type(s)	Lic/Reg. #	Exp. Date	State of Insurance

Skill in languages other than English			
Language(s)	Check elements attained for each language		
		<input type="checkbox"/> Read	<input type="checkbox"/> Write
	<input type="checkbox"/> Read	<input type="checkbox"/> Write	<input type="checkbox"/> Speak
	<input type="checkbox"/> Read	<input type="checkbox"/> Write	<input type="checkbox"/> Speak

MEMBERSHIP AND ACTIVITIES IN PROFESSIONAL ORGANIZATIONS		
MEMBERSHIP/ORGANIZATION	ACTIVITIES	TOTAL YEARS

WORK HISTORY

Please describe chronologically your law practice and experience since your graduation from law school.
FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION WILL RESULT IN DISQUALIFICATION.

Current/Last Employer _____ Kind of
Business: _____

Address: _____ Phone
Number _____

Your job title _____ Supervisor's
Name _____

From ____/____ Full-Time Part-Time # of hours worked per
week _____
Month Year

Duties and Responsibilities

Previous Employer _____ Kind of
Business: _____

Address: _____ Phone
Number _____

Your job title _____ Supervisor's
Name _____

From ____/____ Full-Time Part-Time # of hours worked per
week _____
Month Year

Duties and Responsibilities

If needed, attach additional sheets, using the same format as this application.

WORK HISTORY

Please describe chronologically your law practice and experience since your graduation from law school.
FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION WILL RESULT IN DISQUALIFICATION.

Previous Employer _____ Kind of
Business: _____

Address: _____ Phone
Number _____

Your job title _____ Supervisor's
Name _____

From ____/____ Full-Time Part-Time # of hours worked per
week _____
Month Year

Duties and Responsibilities

[Empty space for describing duties and responsibilities]

Previous Employer _____ Kind of
Business: _____

Address: _____ Phone
Number _____

Your job title _____ Supervisor's
Name _____

From ____/____ Full-Time Part-Time # of hours worked per
week _____
Month Year

Duties and Responsibilities

[Empty space for describing duties and responsibilities]

If needed, attach additional sheets, using the same format as this application.

Describe the nature of your law practice and any specialties in which you have been certified by the Arizona State Bar: _____.

- a. What percentage of your practice consists of litigation in:
Civil ____ Criminal/Delinquency ____ Probate ____ Mental Health ____
- b. What percentage of your court appearances are in:
Federal Court ____ Superior Court ____ Justice Courts ____ Regional Court Centers ____ City Courts ____
- c. In the last three years:
How many juries have you tried to verdict? ____
How many trials to the Court? ____
How many appeals have you written and argued? ____

The following information on this page is being compiled by the Maricopa County Materials Management Department to comply with applicable federal and state regulations to do related statistical research. You are not required to furnish this information, but your cooperation is encouraged. The information provided on this form is CONFIDENTIAL.

<p>Date of Birth</p> <p>____/____/____ month day year</p>	<p>Disabled?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>	<p>How did you first learn of this contract?</p> <p><input type="checkbox"/> Newspaper</p> <p><input type="checkbox"/> Contract Announcement posted in the Maricopa County Materials Management Department.</p> <p><input type="checkbox"/> From a County Employee</p> <p><input type="checkbox"/> Internet/Intranet</p> <p><input type="checkbox"/> Other</p>
<p>Ethnic Category</p> <p><input type="checkbox"/> White (Not of Hispanic Origin)</p> <p><input type="checkbox"/> Black (Not of Hispanic Origin)</p> <p><input type="checkbox"/> Hispanic</p> <p><input type="checkbox"/> American Indian or Alaskan Native</p> <p><input type="checkbox"/> Asian or Pacific Islander</p>	<p>Gender</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Female</p>	<p>Vendor Classification</p> <p><input type="checkbox"/> Vendor (any individual, company, corporation or other entity potentially able to provide any commodity or service to the county).</p> <p><input type="checkbox"/> Non-Registered Vendor (a vendor who has not registered, through Materials Management, and does not have a County Vendor number. A payment cannot be made to this vendor).</p> <p><input type="checkbox"/> Registered Vendor (a vendor who has registered, through Materials Management, and has a County Vendor Number. Payments may be made to this vendor. However, this designation does not imply that this classification of vendor</p>
	<p>AGE</p> <p>Over 40?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>	

I certify all information given by me in this application is true. I authorize Maricopa County and the Office of Contract Counsel to verify the information provided and realize that false information (misrepresentation or omission of information called for) is a basis for disqualification or dismissal. I have read the contract and agree to the conditions established therein. I authorize Maricopa County and the Office of Contract Counsel in Maricopa County to contact current and previous employers if I am one of the top candidates. I further authorize current and former employers to give you any and all information concerning my previous employment and any pertinent information they may have, and release all parties from all liability for any damages that may result from furnishing such information.

NOTE: Maricopa County has entered into an agreement with the City of Phoenix for M/WBE Certifications services.
The list of Certified M/WBE Businesses is generated and maintained by the City of Phoenix. Do not call the city directly regarding M/WBE vendors. Direct your calls to either MCDOT or Materials Management.

I certify all information given by me in this application is true. I authorize Maricopa County and the Office of Contract Counsel to verify the information provided and realize that false information (misrepresentation or omission of information called for) is a basis for disqualification or dismissal. I have read the contract and agree to the conditions established therein. I authorize Maricopa County and the Office of Contract Counsel in Maricopa County to contact current and previous employers if I am one of the top candidates. I further authorize current and former employers to give you any and all information concerning my previous employment and any pertinent information they may have, and release all parties from all liability for any damages that may result from furnishing such information.

Sign: _____ Date: _____

Contract No.:04231-ROQ	Contract Type: Variable Cost
Contract Amount: \$ Schedule Fee	Purpose: Juvenile Dependency – SEF or DUR
Budget Code: 100-560-5673	Contractor TIN/SSN:
Start Date: April 1, 2005	Expiration Date: June 30, 2007 2010

This contract is entered into by and between _____,
(Applicant's name)

licensed attorney(s) in the State of Arizona, referred to hereinafter as Contractor, and Maricopa County, Office of Contract Counsel, referred to hereinafter as OCC. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, attachments and appendices, including any subcontractors or amendments as forth herein and in:

- Section I – General Provisions
- Section II – Work Statement
- Section III - Consideration

This contract contains all of the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as consent to be sued or as waiver of any defense in a suit brought against the State of Arizona, Maricopa County, Office of Contract Counsel or Contractor in any State, or Federal Court.

Legal notice under this Contract shall be given by personal delivery, or by registered or certified mail, to the addresses set forth below and shall be effective upon deposit in the mail, postage pre-paid, and addressed as provided below.

Notice to Contractor: _____ Phone: _____

Address: _____

Notice to Maricopa County: Materials Management _____

Address: 320 W. Lincoln, Phoenix • AZ. 85003 Phone: (602)506-3967

IN WITNESS WHEREOF, the parties enter into this Contract:

CONTRACTOR

**MARICOPA COUNTY
BOARD OF SUPERVISORS**

BY: _____
Signature

BY: _____
Chairman

BY: _____
Signature

Attest: _____
Clerk of the Board

Type or Print Attorney's or Firm Name

BY: _____
Director of Materials Management

Approved as to form:

Maricopa County Attorney Date

BUSINESS PLAN

NOTE: All of the questions below must be fully answered. Any questions not answered may result in disqualification.

SECTION ONE

DESCRIPTION OF THE BUSINESS

Question 1. What is the status of the business? Select sub-sections a, b, c or d below and answer the series of questions associated with that sub-section.

a.) Start-up

1. Why will you succeed in this business?

2. What is your experience in this business?

3. What will be special about your business?

b.) Expansion

1. How will you effectively manage the expansion of your business?

2. Into what areas are you expanding your business?

c.) Takeover

1. When and by whom was the business founded?

2. Why is (did) the owner selling it?

3. If the business is not succeeding, why? How can you make it more successful?

4. How will your management make the business more profitable?

d.) Existing

1. What action are you taking to improve your business?

2. What do you expect of your existing business?

Question 2. Why is your business going to be profitable (or continue to grow)?

Question 3. When will (did) your business open?

month year

SECTION TWO
PRODUCT/SERVICE

Question 4. How do your services differ from your competitors?

Question 5. If your service line is not special, why should Maricopa County award you a contract?

Question 6. What benefits do your clients think they receive from your services?

Question 7. What service benefits does your company have that would cause make Maricopa County Office of Contract Counsel to award your business a contract?

SECTION THREE

S.W.O.T ANALYSIS

Question 8. Define the strengths of your business. A strength is something a company is good at doing or a characteristic that gives it enhanced competitiveness.

Question 9. Define the weaknesses of your business. A weakness is something a company lacks or does poorly or a condition that puts it at a disadvantage.

Question 10. Define the opportunities of your business. An opportunity is something a company uses to shape its strategy.

Question 11. Define the threats to your business. A threat is something a company is faced with in its external environment that poses a threat to its profitability and competitive well-being.

ROLAND ARROYO ATTORNEY AT LAW, 830 N 1ST AVENUE SUITE 208, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000762 X

Telephone Number: _____ 602 253 1743

Fax Number: _____ 602 253 1840

Contact Person: _____ Roland Arroyo

E-mail Address: _____ roroarro@yahoo.com

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CANCELLATION EFFECTIVITY 6/30/07

DAVID W. BELL, PO BOX 2100, MESA, AZ 85214

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000891 X
Telephone Number: 480-248-9442
Fax Number: 480-248-9443
Contact Person: David Bell
E-mail Address: bellaw@yahoo.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

GARY BEREN ATTORNEY AT LAW, PO BOX 86, SCOTTSDALE, AZ 85252

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000747 X

Telephone Number: _____ 602 337 3145

Fax Number: _____ 602 337 3146

Contact Person: _____ Gary Beren

E mail Address: _____ gary.beren@webmail.azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVE 8/13/05.

JAMES C BRADEN, 1440 E WASHINGTON ST. SUITE 100, PHOENIX, AZ 85034

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001406 X

Telephone Number: _____ 602 253 5159

Fax Number: _____ 602 253 8178

Contact Person: _____ James Braden

E-mail Address: _____ bradenlaw@aol.com

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CANCELLATION EFFECTIVITY 6/30/07

CAROL COGHLAN CARTER, ATTORNEY, 4645 S. 4653 S. LAKESHORE DRIVE SUITE #13, TEMPE, AZ
85282

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000838 X
Telephone Number:	480-474-9000
Fax Number:	800-315-9617
Contact Person:	Carol Carter
E-mail Address:	azcoghlan1@msn.com
Contract Period:	To cover the period ending June 30, 2007 2010.

STEVEN G CLARK P.C., 18001 N 79TH AVENUE, GLENDALE, AZ 85308

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000768 X

Telephone Number: _____ 623 878 9800

Fax Number: _____ 623 878 9807

Contact Person: _____ Steven Clark

E-mail Address: _____ ssevelark@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

KENNETH S. COUNTRYMAN P.C., 1726 N 7TH STREET, PHOENIX, AZ 85006

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001405 X

Telephone Number: _____ 602 259 2928

Fax Number: _____ 602 258 5070

Contact Person: _____ Andy Bonilla

E-mail Address: _____ andyb@countrymanlaw.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 1/07/06.

ANDREA CURRY 4856 E. BASELINE ROAD STE 104, MESA, AZ 85206
ATTORNEY AT LAW, 2500 S POWER RD. STE. 103, MESA, AZ 85208

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000535 X

Telephone Number: 480-355-1368

Fax Number: 480-355-1401

Contact Person: Andrea Curry

E-mail Address: acurry@andreacurrylaw.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

STEVEN CZOP, 4035 W. CHANDLER BLVD STE 4, CHANDLER, AZ 85226

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001546 X
Telephone Number: 480-785-5373
Fax Number: 480-785-5652
Contact Person: Steven Czop
E-mail Address: sczop@cdlawfirm.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 6/30/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

ROBERT A DODELL, ATTORNEY, 10601 N HAYDEN ROAD SUITE 1103, SCOTTSDALE, AZ 85260
3080 N CIVIC CENTER PLAZA STE. 9, SCOTTSDALE, AZ 85260

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001397 X

Telephone Number: _____ 480 860 4321

Fax Number: _____ 480 990 7751

Contact Person: _____ Robert Dodell

E-mail Address: _____ dodellaw@qwest.net

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

GREGORIO M GARCIA P.C., 1003 E CALLE MONTE VISTA DRIVE, TEMPE, AZ 85284

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001538 X

Telephone Number: _____ 602-625-5401

Contact Person: _____ Gregorio Garcia

E-mail Address: _____ gregorio.garcia@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/16/05.

THOMAS M GERRITY ATTORNEY, 17316 E ALTA LOMA, FOUNTAIN HILLS, AZ 85268

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000835 X

Telephone Number: _____ 480 837 5333

Fax Number: _____ 480 836 1454

Contact Person: _____ Thomas Gerrity

E-mail Address: _____ tommg92779@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07 05/16/07

JOHN L GRASSY, 9048 E CAMINO DEL SANTO, SCOTTSDALE, AZ 85260

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000883 X
Telephone Number: 480/491-7626
Fax Number: 480/491-7626
Contact Person: Barbara Grassy
E-mail Address: bgrass@midwestern.edu
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 6/30/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

LINCOLN GREEN JR. 402 WEST ROOSEVELT STREET SUITE C PHOENIX, AZ 85003
, 649 NORTH 4TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000001555 X

Telephone Number: **602/252-5504**

Fax Number: **602/252-5507**

Contact Person: Lincoln Green Jr.

E-mail Address: lincoln_jd@hotmail.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

STEPHEN J GREEN, 12020 N 35TH AVENUE STE. 103, PHOENIX, AZ 85029

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001489 X

Telephone Number: _____ 602 978 2333

Fax Number: _____ 602 978 3226

Contact Person: _____ Stephen Green

Contract Period: _____ To cover the period ending June 30, 2007 2010.

CANCELLATION EFFECTIVITY 6/30/07

~~T. H. GUERIN JR., 1839 S. ALMA SCHOOL ROAD SUITE #354, MESA, AZ 85210 3028~~
~~4250 N DRINKWATER BLVD SUITE 450, SCOTTSDALE, AZ 85251~~

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000596 X

Telephone Number: _____ 480/838 9000

Fax Number: _____ 480/838 9302

E-mail Address: _____ jvtguerin@cox.net

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CONTRACT CANCELLED EFFECTIVE JUNE 30, 2008.

EMILIE D. HALLADAY, 10451 W PALMERAS SUITE #208, SUN CITY, AZ 85373

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000981 X

Telephone Number: _____ 623 875 9502

Fax Number: _____ 623 875 9498

Contact Person: _____ Emilie Halladay

E-mail Address: _____ emilie.halladay@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

MELINDA K HARDY, PMB #258 1702 W CAMELBACK STE 13, PHOENIX, AZ 85015

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000525 X

Telephone Number: _____ 602 290 0911

Contact Person: _____ Melinda Hardy

E-mail Address: _____ melinda.hardy@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

CONRAD HERNANDEZ, 4050 W. RAY ROAD SUITE #17, CHANDLER, AZ 85226
2 N CENTRAL AVENUE #170-279, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000597 X
Telephone Number: 480-216-7575
Contact Person: Conrad Hernandez
E-mail Address: stormx13@hotmail.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

JONNA C HOFFMAN, 16218 W LANE AVENUE, LITCHFIELD PARK, AZ 85340

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000521 X
Telephone Number: 623-907-4130
Fax Number: 623-907-4130
Contact Person: Jonna Hoffman
E-mail Address: jonnaaz@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 6/30/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

KERSTIN G. LEMAIRE, 2600 N CENTRAL AVENUE SUITE 1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000710 X
Telephone Number: 602-266-9552
Fax Number: 602-279-6651
Contact Person: Kerstin LeMaire
E-mail Address: office@taubmanlaw.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY DATE 07/01/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

DIANE LEOS, ATTORNEY, PO BOX 30073, MESA, AZ 85275

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001411 X
Telephone Number: 480-924-3898
Fax Number: 480-924-1249
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRAC AWARD EFFECTIVITY 10/01/07.

VICKI L LISZEWSKI P.C., 2151 E BRADWAY SUITE 116, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000907 X

Telephone Number: _____ 480 325 2924

Fax Number: _____ 480 325 2888

Contact Person: _____ Vicki Liszewski

E-mail Address: _____ vielawyer@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 10/28/06.

DAVID L LOCKHART, 2800 N CENTRAL AVENUE, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001401 X

Telephone Number: _____ 602 277 7473

Fax Number: _____ 602 274 2129

Contact Person: _____ David Lockhart

E-mail Address: _____ crosales@ftlegal.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 2/14/06.

BERNARD P LOPEZ, 16845 N. 29TH AVENUE SUITE 432, PHOENIX, AZ 85053-3053
141 E PALM LANE SUITE 203, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000764 X

Telephone Number: 602-253-4643

Fax Number: ~~602-253-9744~~ **602-371-1600**

Contact Person: Bernard Lopez

E-mail Address: blopez@qwest.net Bernard@bernardlopez.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 7/01/07.

CONTRACT AWARD EFFECTIVITY 10/01/07.

NANCY H MARSHALL ESQ., MARKS LAW BLDG, 1708 E THOMAS ROAD, PHOENIX, AZ 85016

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000543 X

Telephone Number: _____ 602 248 7810

Fax Number: _____ 602 277 9018

Contact Person: _____ Nancy Marshall

E-mail Address: _____ nancy.marshall@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CANCELLATION EFFECTIVITY 6/30/07

PAUL J. MATTE III, 852 N 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000598 X
Telephone Number:	602-712-1368
Fax Number:	602-308-0022
Contact Person:	Paul J. Matte
E-mail Address:	pjmatteIII@aol.com
Contract Period:	To cover the period ending June 30, 2007 2010.

VIRGINIA MATTE, 850 N 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000590 X

Telephone Number: _____ 602 252 5934

Fax Number: _____ 602 252 5938

Contact Person: _____ Virginia Matte

E-mail Address: _____ vmatte@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 10/04/06.

JANELLE A MCEACHERN ATTY INC., PO BOX 1974, CHANDLER, AZ 85244

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000690 X
Telephone Number:	480-899-4115
Fax Number:	480-812-1085
Contact Person:	Janelle McEachern
E-mail Address:	janelle.mceachern@azbar.org
Contract Period:	To cover the period ending June 30, 2007 2010.

LUCY MORONEY KEOUGH ATTORNEY, 7000 N 16TH STREET SUITE. 120-301, PHOENIX, AZ 85020

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000584 X
Telephone Number: 602-997-7367
Fax Number: 602-997-7467
Contact Person: Lucy Moroney-Keough
E-mail Address: lmkeough@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

JUDITH A MORSE P.C., 1110 E MISSOURI AVENUE, PHOENIX, AZ 85014

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001495 X

Telephone Number: _____ 602 277 6900

Fax Number: _____ 602 279 6698

Contact Person: _____ Judith Morse

E mail Address: _____ judith.morse@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 4/26/07.

CHRISTINE E MULLENEAUX PLLC, PMB #226 STE C 4 20229 N 67TH AVE, GLENDALE, AZ 85308

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000569 X

Telephone Number: _____ 602 509 3685

Fax Number: _____ 623 376 9488

Contact Person: _____ Christine Mulleneaux

E mail Address: _____ chris.mulleneaux@cox.net

Contract Period: _____ To cover the period ending June 30, 2007 2010.

~~CANCELLATION EFFECTIVITY 7/01/07.~~

~~CONTRACT AWARD EFFECTIVITY 10/01/07.~~

CANCELLATION EFFECTIVITY 03/25/08

JAMES T MYRES, PO BOX 16062, PHOENIX, AZ 85011-6062

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000754 X
Telephone Number: 602-235-9509
Fax Number: 602-650-0989
Contact Person: James Myres
E-mail Address: jtmyres@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

TIMOTHY V NELSON, 1050 E. RAY ROAD SUITE A5 #304, CHANDLER, AZ 85225
~~1630 S STAPLEY DRIVE SUITE 231, MESA, AZ 85204~~

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000001542 X

Telephone Number: ~~480-892-9036~~ **480/802-1896**

Fax Number: ~~480-755-8286~~ **480/659-7037**

Contact Person: Timothy Nelson

E-mail Address: tnlaw@lawyer.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

PATRICIA O'CONNOR, PO BOX 11688, CHANDLER, AZ 85248

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000599 X
Telephone Number:	602-570-8887
Fax Number:	480-802-6696
Contact Person:	Patricia O'Connor
E-mail Address:	patti@defendmenow.com
Contract Period:	To cover the period ending June 30, 2007 2010.

GLORIA S PEREZ P.C., PO BOX 51812, PHOENIX, AZ 85076

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000888 X
Telephone Number:	480-598-2814
Fax Number:	480-598-8637
Contact Person:	Gloria Perez
E-mail Address:	gsperez_98@yahoo.com
Contract Period:	To cover the period ending June 30, 2007 2010.

JOHN L POPILEK P.C., 5020 E. SHEA BLVD, SUITE #245, SCOTTSDALE, AZ 85254
6909 E GREENWAY PARKWAY SUITE 200, SCOTTSDALE, AZ 85254

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000936 X

Telephone Number: 480-367-0444

Fax Number: 480-367-0330

Contact Person: John Popilek

E-mail Address: johnpopilek@qwest.net

Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

ROBERT J RIPA, 637 N 3RD AVE. SUITE 3, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001400 X

Telephone Number: _____ 602 252 7233

Fax Number: _____ 602 253 4506

Contact Person: _____ Robert Ripa

E-mail Address: _____ rjripa637@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

ROBERT D. ROSANELLI ATTORNEY, 8433 N. BLACK CANYON HWY STE 100, PHOENIX, AZ 85023

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000939 X
Telephone Number: 602-287-8801
Fax Number: 602-274-9901
Contact Person: Robert Rosanelli
E-mail Address: rrosanelli@earthlink.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

~~CONTRACT AWARD EFFECTIVITY 10/01/07.~~

JENNIFER RYAN-TOUHILL, 2151 E BROADWAY RD. #116, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000010242 X
Telephone Number: 480-785-1425
Fax Number: 480-325-2888
Contact Person: Jennifer Ryan-Touhill
E-mail Address: jennifer@touhillaw.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

DAN SAINT, 846 N 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001457 X
Telephone Number: 602-254-7367
Fax Number: 602-712-1883
Contact Person: Daniel Saint
E-Mail Address: dsdrie@aol.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

PAMELA WIENS-SAINT, 846 N 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001433 X
Telephone Number: 602-254-7367
Fax Number: 602-712-1883
Contact Person: Pamela Saint
E-mail Address: dsdrie@aol.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

JOHN G SCHAUS, 4435 E BROADWAY #3, MESA, AZ 85206

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000656 X

Telephone Number: 480-832-0222

Fax Number: 480-832-9981

Contact Person: John Schaus

E-mail Address: schausjohng1@qwest.net

Contract Period: To cover the period ending **June 30, 2007 2010.**

JONI N SHILL, 8300 N HAYDEN STE 207, SCOTTSDALE, AZ 85258

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000731 X

Telephone Number: _____ 480 467 0255

Fax Number: _____ 480 830 4605

Contact Person: _____ Joni Shill

E-mail Address: _____ azkidsusa@aol.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/16/06.

STEPHANIE STROMFORS, 2151 E BROADWAY RD STE 116, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001403 X
Telephone Number: 480-237-1276
Fax Number: 480-325-2888
Contact Person: Stephanie Stromfors
E-mail Address: Stephanie@stromforslawoffice.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

THOMAS F STUBBS, 1903 W OBISPO AVENUE, MESA, AZ 85202

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000736 X

Telephone Number: _____ 480 820 6619

Contact Person: _____ Thomas Stubbs

E-mail Address: _____ tomstubbs_1999@yahoo.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

LON S. TAUBMAN P.C., 2600 N. CENTRAL AVENUE STE 1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000684 X
Telephone Number: 602-266-9552
Fax Number: 602-279-6651
Contact Person: Lon S. Taubman
E-mail Address: taublax@aol.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 07/01/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

~~HOLLIE K TAYLOR ATTORNEY, PO BOX 38309, PHOENIX, AZ 85069~~

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000761 X

Telephone Number: _____ 602 841 0046

Fax Number: _____ 602 841 0791

Contact Person: _____ Hollie Taylor

E mail Address: _____ hollietaylor@cox.net

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CANCELLATION EFFECTIVITY 6/30/07

BRIAN THEUT, 5150 N 16TH ST, STE A 222, PHOENIX, AZ 85016

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001407 X

Telephone Number: _____ 602 263 5005

Fax Number: _____ 602 263 8097

Contact Person: _____ Brian Theut

E mail Address: _____ brian@theutlaw.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

CHRISTOPHER P THEUT, 5150 N 16TH ST STE A 222, PHOENIX, AZ 85016

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001408 X

Telephone Number: _____ 602 263 5005

Fax Number: _____ 602 263 8097

Contact Person: _____ Christopher Theut

E-mail Address: _____ christopher@theutlaw.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

MARK J. THEUT, 5150 N 16TH ST. STE B-236, PHOENIX, AZ 85016

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000001404 X
Telephone Number: 602-263-5005
Fax Number: 602-263-8097
Contact Person: Mark Theut
E-mail Address: mark@theutlaw.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

THOMAS A VIERLING, 852 N 6TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms:	NET 30
Vendor Number:	W000000725 X
Telephone Number:	602-234-2151
Fax Number:	602-274-7202
Contact Person:	Thomas Vierling
E-mail Address:	lilmup@aol.com
Contract Period:	To cover the period ending June 30, 2007 2010.

~~D STEPHEN WALLIN ATTORNEY, 7324 W SUPERIOR AVE., PHOENIX, AZ 85043~~

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000576 X

Telephone Number: _____ 623 326 7716

Contact Person: _____ Daniel Wallin

E-mail Address: _____ stevewallin@cox.net

Contract Period: _____ To cover the period ending June 30, 2007-2010.

CANCELLATION EFFECTIVITY 6/30/07

MARCUS F. WESTERVELT, 850 N. 6TH AVE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000739 X
Telephone Number: 602-271-0343
Fax Number: 602-254-2293
Contact Person: Marcus Westervelt
E-mail Address: attorneymarcuswestervelt-assistant@hotmail.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

MICHAEL T. WESTERVELT, 850 N. 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000763 X

Telephone Number: 602-254-7277

Fax Number: 602-254-2293

Contact Person: Michael Westervelt

E-mail Address: mtwatty@qwest.net

Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

SUSAN G WHITE, PO BOX 93637, PHOENIX, AZ 85070

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001414 X

Telephone Number: _____ 480 773 9975

Contact Person: _____ Susan White

E-mail Address: _____ susan_g_white@msn.com

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

GARY A. WIESER, 4506 N. 12TH STREET, PHOENIX, AZ 85014

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000765 X

Telephone Number: 602-279-7070

Fax Number: 602-604-9653

Contact Person: Gary Wieser

E-mail Address: hamidbar@mindspring.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CANCELLATION EFFECTIVITY 7/01/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

ANNE WILLIAMS ATTORNEY, 1833 E BASELINE ROAD PMB 265, GILBERT, AZ 85233

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000001398 X

Telephone Number: _____ 480 892 7177

Fax Number: _____ 480 471 6652

Contact Person: _____ Anne Williams

E-mail Address: _____ awilliams@cox.net

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVITY 7/01/07.

PETER M. WILLIAMS, 10451 W PALMERAS SUITE #208, SUN CITY, AZ 85373

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000982 X

Telephone Number: _____ 623 875 9502

Fax Number: _____ 623 875 9498

Contact Person: _____ Peter Williams

E-mail Address: _____ peter.williams@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CANCELLATION EFFECTIVE 03/24/07

GREGG R. WOODNICK, 2600 N. CENTRAL AVENUE SUITE 1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000709 X

Telephone Number: 602-266-9552

Fax Number: 602-279-6651

Contact Person: Gregg Woodnick

E-mail Address: office@taubmanlaw.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY DATE 07/01/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

JEFFREY M. ZURBRIGGEN PC, 4645 S. LAKESHORE DR STE 13, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000000837 X

Telephone Number: 480-755-1596

Fax Number: 480-755-1549

Contact Person: Jeff Zurbruggen

E-mail Address: zurbruggens@msn.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CANCELLATION EFFECTIVITY 6/30/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

SABRINA AYERS FISHER, 1220 S. WAGON WHEEL DRIVE, CHANDLER, AZ 85249

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000008282X
Telephone Number: 180/699-09036
Contact Person: Sabrina Ayers Fisher
E-mail Address: affaz@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 03/15/07

KEVIN BREGER, 10869 N SCOTTSDALE ROAD SUITE 103 237, SCOTTSDALE, AZ 85254

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000006267 X

Telephone Number: _____ 602/672 8485

Fax Number: _____ 480/419 9262

Contact Person: _____ Kevin Breger

E-mail Address: _____ Kevin.Breger@azbar.org

Contract Period: _____ To cover the period ending June 30, 2007.

CONTRACT EFFECTIVITY DATE 03/15/07

CANCELLATION EFFECTIVITY 5/2/07

GENENE DYER ATTORNEY AT LAW, 315 W. ELLIOT SUITE #107-234, TEMPE, AZ 85284

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000006864 X

Telephone Number: 480/491-0242

Fax Number: 480/491-0992

Contact Person: Genene Dyer

E-mail Address: genene@1stcounsel.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CONTRACT EFFECTIVITY DATE 03/15/07~~

~~CANCELLATION EFFECTIVITY 4/25/07~~

CONTRACT AWARD EFFECTIVITY 10/22/07.

ILLER M. HARDY, 830 N. 1ST AVENUE, ~~630 N. 4TH AVENUE~~, PHOENIX, AZ 85003-1604

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000008372 X

Telephone Number: 602/595-0436

Fax Number: 602/595-2354

Contact Person: Iller Hardy

E-mail Address: Iller.M.Hardy@lawdivas.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 03/15/07

LYNN M. HARRIS, PC, 2151 E. BROADWAY ROAD SUITE #116, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000000910 X

Telephone Number: _____ 480/921 1311

Fax Number: _____ 480/325 2888

Contact Person: _____ Lynn Harris

E-mail Address: _____ harrislawfirm@msn.com

Contract Period: _____ To cover the period ending June 30, 2007.

CONTRACT EFFECTIVITY DATE 03/15/07

CANCELLATION EFFECTIVITY 4/25/07

JUSTINE R. JIMMIE, ATTORNEY, 3135 S. 48TH STREET, SUITE 104, PMB 70, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000007312 X

Telephone Number: 602/679-0194

Fax Number: 602/276-6506

Contact Person: Justine Jimmie

E-mail Address: justinejimmie@cox.net

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 03/15/07

INGRID JUNG, 1100 WEST RAVEN DRIVE, CHANDLER, AZ 85248

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000008283 X

Telephone Number: _____ 602/677 4141

Fax Number: _____ 480/323 2340

Contact Person: _____ Ingrid Jung

E-mail Address: _____ ingridjung@cox.net

Contract Period: _____ To cover the period ending June 30, 2007.

CONTRACT EFFECTIVITY DATE 03/15/07

CANCELLATION EFFECTIVITY 4/21/07

SANDRA L. MASSETTO, 5025 N. CENTRAL AVENUE #645, PHOENIX, AZ 85012-1520

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000592 X
Telephone Number: 602/242-9798
Fax Number: 602/242-3129
Contact Person: Sandi Massetto
E-mail Address: massetto@mindspring.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CONTRACT EFFECTIVITY DATE 03/15/07~~

~~CANCELLATION EFFECTIVITY 7/01/07 4/21/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

JULIE M. RHODES, 2600 N. CENTRAL AVENUE, SUITE #1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000007652 X
Telephone Number: 602/266-9552
Fax Number: 602/279-6651
Contact Person: Julie Rhodes
E-mail Address: taublax@aol.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CONTRACT AWARD EFFECTIVITY DATE 03/15/07~~

~~CONTRACT CANCELLATION EFFECTIVITY 7/01/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

GARY V. SCALES, 501 E. LYNWOOD STREET, PHOENIX, AZ 85004
~~ATTORNEY AT LAW, 2800 N CENTRAL AVE STE #840, PHOENIX, AZ 85004~~

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000004929 X
Telephone Number: 602/258-3740
Contact Person: Gary Scales
E-mail Address: gvslegal@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CONTRACT AWARD EFFECTIVITY DATE 03/15/07~~

~~CONTRACT CANCELLATION EFFECTIVITY 7/01/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

ROBERT SMITH, ATTORNEY AT LAW, 4645 S. LAKESHORE DRIVE SUITE 13, TEMPE, AZ 85282

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000007446 X

Telephone Number: _____ 480/897 2915

Fax Number: _____ 480/755 1549

Contact Person: _____ Robert Smith

E-mail Address: _____ remsmith@gmail.com

Contract Period: _____ To cover the period ending June 30, 2007.

~~CONTRACT AWARD EFFECTIVITY 03/15/07~~

~~CANCELLATION EFFECTIVITY 7/01/07~~

LE BERTHA UMBREIT, 630 N. 4TH AVENUE, PHOENIX, AZ 85003 1604

PRICING SHEET NIGP 9614910

Terms: _____ NET 30

Vendor Number: _____ W000008373 X

Telephone Number: _____ 602/595 0436

Fax Number: _____ 602/595 2354

Contact Person: _____ Le Berta Umbreit

E-mail Address: _____ Lebertha.Umbreit@lawdivas.com

Contract Period: _____ To cover the period ending June 30, 2007.

~~CONTRACT AWARD EFFECTIVITY 03/15/07~~

~~CANCELLATION EFFECTIVITY 7/01/07~~

KATHLEEN M. MUCERINO, 8751 W. FARGO DRIVE, PEORIA, AZ 85382

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000723 X
Telephone Number: 623-277-2169
Fax Number: 623-933-5987
Contact Person: Kathleen Mucerino
E-mail Address: kmmucerino@cox.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 08/18/07

DENISE L. CARROLL, 12041 E. GOLD DUST AVE., SCOTTSDALE, AZ 85259

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000007435 X

Telephone Number: 480-209-0803

Fax Number: 480-657-9798

Contact Person: Denise Carroll

E-mail Address: denisecarroll45@hotmail.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

ANNETTE COX, 555 W. CHANDLER BLVD STE 200, CHANDLER, AZ 85297

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000007974 X

Telephone Number: 480-968-8700

Fax Number: 480-968-8702

Contact Person: Annette Cox

E-mail Address: acox@aslamlaw.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY10/01/07.

AMY DOHRENDORF, 4035 W. CHANDLER BLVD STE 4, CHANDLER, AZ 85226

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000007902 X

Telephone Number: 480-785-5373

Fax Number: 480-785-5652

Contact Person: Amy Dohrendorf

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Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

JULIA A. LOPEZ, 16845 N. 29TH AVE STE 432, PHOENIX, AZ 85053-3053

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000000327 X
Telephone Number: 602-371-8500
Fax Number: 602-371-1600
Contact Person: Julia Austin
E-mail Address: Julia@bernardlopez.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

JENNIFER MORSE, 3655 W. ANTHEM WAY STE A-109-377, ANTHEM, AZ 85086

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000010007 X

Telephone Number: 623-594-2237

Fax Number: 623-594-8626

Contact Person: Jennifer Morse

E-mail Address: jennifermorseopdsbox@gmail.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

VERONIKA BRIGGS SABADO, 1309 S. 121ST DR., AVONDALE, AZ 85323

PRICING SHEET NIGP 9614910

Terms: NET 30
Vendor Number: W000010898 X
Telephone Number: 623-932-5330
Contact Person: Veronika Sabado
E-mail Address: veronikaslaw@juno.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

JOSEPH RAMIRO-SHANAHAN, 5800 E. THOMAS RD STE 109, SCOTTSDALE, AZ 85251

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000010017 X

Telephone Number: 602-363-7309

Fax Number: 480-994-5253

Contact Person: Joseph Ramiro-Shanahan

E-mail Address: jramiroshanahan@qwest.net

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.

DOC SHREVE, PO BOX 40495, PHOENIX, AZ 85067-0495

PRICING SHEET NIGP 9614910

Terms: NET 30

Vendor Number: W000010766 X

Telephone Number: 602-254-5311

Fax Number: 602-254-5311

Contact Person: Helen Shreve

E-mail Address: bostonshreve@yahoo.com

Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY 10/01/07.