

SERIAL 04232 ROQ SPECIAL ADVOCACY ATTORNEY SERVICES –OPDS (NIGP 96149)

DATE OF LAST REVISION: February 18, 2009 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 SPECIAL ADVOCACY ATTORNEY SERVICES –OPDS (NIGP 96149)

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: Clerk of the Board
Sheri Hill, Office of Public Defense Services

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 (the "Commencement Date") and expires on June 30, 2007, 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 ~~OCG~~ 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 next 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.
- I. 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.~~

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- 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 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 4st:~~
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.

OCC 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, OCC OPDS shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC 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** ~~construed 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 OCC 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 OCC 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 OCC 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. OCC 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.** OCC 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 Contractor's 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 expenditure 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 OCC-OPDS. If a car rental is necessary, OCC-OPDS will ask that Contractor supply OCC OPDS with Contractor credit card information so that a vehicle may be reserved for Contractor. OCC OPDS will work with contractor to make these arrangements.
- E. Identification Badges
Identification badges are available to Contract Counsel at no charge. Please contact OCC OPDS at (602) 506-7228 to obtain an identification badge.
- F. Change of Address/Firm
Please advise OCC 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. OCC OPDS asks that you notify OCC OPDS in writing.

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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 OCC (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 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.

**AMENDMENT #2
SERIAL 04232-ROQ**

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

AMENDMENT #2
SERIAL 04232-ROQ

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 .

**AMENDMENT #2
SERIAL 04232-ROQ**

**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, to parents or children in Integrated Family Court (IFC) cases. IFC cases may include: Domestic Relations or Family Court; Probate; Adult Criminal; Civil; Juvenile Delinquency; Juvenile Guardianship and Juvenile Notification (abortion) matters.~~ **act as guardian ad litem, to the extent authorized by law, in Juvenile Delinquency, Juvenile Dependency, Juvenile Guardianship, Juvenile Emancipation and Juvenile Notification (abortion) matters and as counsel in Juvenile Guardianship, Juvenile Emancipation and Juvenile Notification (abortion matters).**
- B. Contractor shall accept all case assignments ~~whether the client is a parent or child~~ **unless ethically prohibited from accepting the assignment unless ethically prohibited from accepting the assignment.**
- C. ~~Contractor is responsible for following the guidelines promulgated by the IFC Task Force that are attached hereto as Exhibit 1 and incorporated herein by reference.~~

3. ASSIGNMENT OF CASES

- A. OCC OPDS will compensate Contractor ~~with one credit~~ for each newly assigned case. See breakdown of payments and credits in Section III Consideration.
- ~~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.~~
- 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 reverted to the Special Advocacy matter, the original Special Advocate will be reassigned to the matter without additional compensation if the case reverts within a twelve (12) month period from the original date of appointment to a Special Advocacy matter only.~~
- E. Should a dependency matter be re-filed within a ~~twelve (12) month period~~ **year** from the date of appointment of the original dependency, the original ~~attorney~~ **guardian ad litem or Best Interest Attorney** will be reappointed to the matter without additional compensation.

**AMENDMENT #2
SERIAL 04232-ROQ**

F. **In the event that Contractor files a Juvenile Dependency petition from a Juvenile Delinquency, Juvenile Guardianship, Juvenile Emancipation, or Juvenile Abortion matter, Contractor will remain as guardian ad litem in the Juvenile Dependency matter. However, assignment of guardian ad litem to the Juvenile Dependency matter does not necessarily mean that the Juvenile Special Advocacy Contractor is relieved of duties in the originally assigned case. Additionally, assignment of guardian ad litem to a Juvenile Dependency matter from a Juvenile Delinquency, Juvenile Guardianship, or Juvenile Emancipation case will not result in additional compensation except that provided by Section III-Consideration.**

4. **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.

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

OCG 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;
- B. The Court has requested OCG OPDS to substitute another OCG OPDS Contractor; or
- C. ~~Contractor has expended less than eight (8) billable hours in the matter.~~

6. **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, OCG OPDS may:

- A. Assign up to 10 percent of Contractor's total assignments to a location other than the Designated Location; or
- B. With respect to all of Contractor's assignments, OCG OPDS may change Contractor's Designated Location upon 30 days written notice to Contractor.

7. **SPECIAL CONTINUING EDUCATION DUTIES**

Contractor shall provide the Contract Administrator with ~~proof~~ **written evidence** that Contractor has attended at least ~~three~~ **six (6)** hours of continuing legal education in the area of juvenile law and/or procedure during each year of the term of this Contract.

8. **NOTICE OF APPEAL**

- A. Contractor ~~Trial counsel~~ shall notify the ~~Office of Contract Counsel~~ **Office of Contract Counsel Public Defense Services** by facsimile or electronic mail of counsel's intention to file a Notice of Appeal prior to its filing. ~~Office of Contract Counsel Public Defense Services~~ **Office of Contract Counsel Public Defense Services** will then assign appellate counsel from its list of Juvenile Appeals Contractors and notify the trial court and trial counsel of the assignment. **in its sole discretion.**
- 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.~~

**AMENDMENT #2
SERIAL 04232-ROQ**

SECTION III
CONSIDERATION

1. COMPENSATION

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

A. ~~Contractor's primary source of compensation for the services performed pursuant to this contract shall be the estate, or other assets of the ward, petitioner or client. OCC will not pay any compensation unless contractor demonstrates, in writing to OCC, that contractor has petitioned the court for compensation from the estate, or other assets, of the ward, petitioner or client. In the event that contractor is awarded full compensation by the trial court from either of these sources, contractor will receive no additional compensation from OCC. In the event that contractor is awarded partial compensation by the trial court from either of these source, OCC will pay the difference between the amount awarded and the contract rate of compensation.~~

A. If the Contractor terminates the contract prior to its expiration, Contractor will be responsible for the completion of all assigned cases prior to the termination at the same rate the Contractor was previously compensated. If any of the **Contractor's** clients that the Contractor is assigned to receive additional petitions after termination of the contract, OCC OPDS will assign the new petitions to an existing Contractor.

~~B. If Contractor withdraws or is withdrawn from a case, Contractor must have worked at least eight hours on the case in order to receive credit.~~

B. **Upon termination of this contract, if Contractor files a Motion for Substitution of Counsel, Contractor will be responsible for finding a replacement from the list of then-current Juvenile Special Advocacy Contractors and must submit a list to the Office of Contract Counsel Public Defense Services of the substituting Contractor's.**

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.

C. **Contractor must submit an original *Invoice in Support of Request for Warrant* using the form prescribed by the County for payment in addition to the base rate under this contract. Invoices submitted more than six (6) months after the last date of service must be submitted to the Maricopa County Board of Supervisors, as a claim against Maricopa County.**

D. This is a three (3) year contract with the first period defined as July 1, 2004 through June 30, 2005; the second period defined as July 1, 2005 through June 30, 2006; and the third period defined as July 1, 2006 through June 30, 2007.

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

**AMENDMENT #2
SERIAL 04232-ROQ**

2. METHOD OF PAYMENT

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

- ~~1. GAL in a Criminal matter at \$250.00 per credit;~~
- ~~2. GAL in a Civil matter at \$250.00 per credit;~~
- ~~3. GAL in a Probate matter at \$250.00 per credit;~~
- ~~4. GAL in a Delinquency matter at \$250.00 per credit;~~
- ~~5. GAL in a Guardianship matter at \$250.00 per credit;~~
- ~~6. Juvenile Notification (Abortion) matter at \$750.00 per credit; and~~
- ~~7. Family Court matter at \$1,000.00 per credit.
 - ~~a) Should a Family Court matter continue beyond one year from date of appointment, Contractor will be paid \$350.00 for work performed during each fiscal year on or after the anniversary date of appointment.~~
 - ~~b) Contractor must supply OCC with an invoice and proof of participation (e.g., minute entry) to support any payment.~~~~

A. The parties shall calculate Contractor's compensation pursuant to the following Schedule of Services and Fees for those persons who have been found by the court to be indigent:

- 1. GAL only in a Delinquency matter at \$250.00 per credit;**
- 2. GAL or Counsel in a Guardianship matter at \$250.00 per credit;**
- 3. GAL or Counsel in a Juvenile Emancipation matter at \$250.00 per credit; and**
- 4. GAL or Counsel in a Juvenile Notification (Abortion) matter at \$750.00 per credit.**
- 5. GAL in a Juvenile Dependency matter at \$1,250.00 per credit for the first calendar year after the date of assignment and \$250.00 per year for every fiscal year thereafter that a case remains open and active (certification payments). However, if contractor is assigned as GAL in a Juvenile Delinquency matter and files a private dependency petition, the combined credit for both cases will be \$1,250.00 and not \$1,500.00.**
- 6. GAL certification payments of \$250.00 for continuing Juvenile Dependency matters will be made only after Contractor submits a copy of a Certification Statement, filed with and conformed by the clerk of the court, attesting to having conferred with the child 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. Contractor's representation must have continued beyond one calendar year and into a fiscal year subsequent to the fiscal year in which the court made a finding of dependency before Contractor is eligible for a certification payment.**

B. Subject to the availability of funds, 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****

AMENDMENT #2
SERIAL 04232-ROQ

. A Contractor's logs must be received by ~~OCG~~ OPDS by the date designated by ~~OCG~~ OPDS. ~~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.~~

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 which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

4. MALPRACTICE INSURANCE

~~In addition to the requirements of Section 1, General Provisions, subsection 10 — Malpractice Insurance, contractor will be required to be insured for the following areas of practice: Family Law, Probate Law, Criminal Law, Civil Law and Juvenile Law. Contractor must provide proof of errors and omissions to the Contract Administrator by the second month of the effective date of the contract.~~

**AMENDMENT #1
SERIAL 04232-ROQ**

SERIAL 04232 ROQ SPECIAL ADVOCACY ATTORNEY SERVICES –OCC (NIGP 96149)

DATE OF LAST REVISION: May 15, 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 **SPECIAL ADVOCACY ATTORNEY SERVICES – OCC (NIGP 96149)**

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 in March 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 for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
~~Mark Kennedy, Office of Contract Counsel~~ James Logan, Office of Public Defense Services
Kathy Sicard, Materials Management

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

SIGNATURE ON FILE

Signature: _____

Date: _____

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

SECTION I
GENERAL PROVISIONS

2. DEFINITIONS

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

- F. Board of Supervisors means Maricopa County Board of Supervisors.
- G. 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.
- H. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- I. Contract means this document and all attachments hereto.
- J. Contract Administrator means the agent designated by the County Administrative Officer to develop, administer and approve the contracts for OCC.
- K. Contractor means the person listed on the Cover Page of the Contract.
- L. County means Maricopa County and is synonymous with OCC.
- M. Credit does not entitle Contractor to the base compensation required by the base contract as provided in Section III (Compensation) of the Contract.
- N. 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.
- O. 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.
- P. OCC means the Office of Contract Counsel and is synonymous with Maricopa County.
- Q. Parties or Party mean OCC, the County and Contractor as the context requires.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

- O. M. 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.
- N. 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 (**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.

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, and, modify or terminate the Contract upon Contractor's failure to perform upon the occurrence of an event that may cause or result in Contractor's inability to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract. ~~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 changes 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 VOID

**AMENDMENT #1
SERIAL 04232-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 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. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to accept the assignment if Contractor has actually expended and to return any payment for the assignment, where appropriate.
- D. Continuing Duty. 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 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 04232-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 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 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 Administrator, or their staffs. Contractor shall notify OCC if any non-contract counsel ever appear 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 shall 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 process of scheduling of cases by notifying OCC, in writing, at least 14 days prior to doing the 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 Administrator with the **prior** written consent of the Contract Administrator. No previous substitute performance agreements are recognized or accepted by OCC simply because any 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.**

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

- 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, 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 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 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 increases 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 appropriate specific maximum number of billable hours to be expended by the investigator on the case. Contractors no longer have the ability to designate which investigator one/s/he/s/they 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.

Additionally, conducting these interviews arranged by the prosecution is not the responsibility of the investigator. Conducting these interviews is the responsibility of the assigned attorney. If the assigned attorney cannot be present due to illness or other unforeseen emergency, and only then, will investigators be permitted to bill for the time spent conducting the interview.

- M. 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.~~

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

- 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 rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys. In the event the Contractor is suspended by the Arizona State Bar, on an interim or other basis, Contractor must 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(s).
- X. Technological Equipment. Contractor must possess the following equipment to meet the needs of OCC appointment protocol: ~~effective July 1st:~~
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.
- Y. Court Orders for additional compensation. In the event that a Contractor files a motion with any Court for additional compensation for **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 OCC. Failure to give 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. Case logs must be returned via ~~Internet~~ e-mail to OCC by the date designated by the appointment OCC. This includes all changes to case dispositions, hours, and case notes/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. Service 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.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

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.

11. 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.
- 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 those responsibilities in the event of a claim for one or more of the~~ **save and hold the County harmless** with respect to those responsibilities in the event of a claim for one or more of the ~~claims brought against Maricopa County~~ **claims 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.

12. 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.

13. 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.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

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 will 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 related to the Contract for six (6) years after final payment or until after the resolution of any suit or claims, 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.

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

16. AUDIT AND AUDIT DISALLOWANCES

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor books, records and other documents. In the event the County disallows any amount for payment pursuant to this section, OCC shall notify Contractor within 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 set-off to any claim.

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.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

- 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 the Contract is **found** construed 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 ORIGINAL INSTRUMENTS

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by, effective 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:

- 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.

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.

AMENDMENT #1 VOID

**AMENDMENT #1
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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.) modified to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.
- L. Remedies Cumulative. Any remedy in 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 EZ 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 OCC prior to incurring any 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. Court reporter and post-conviction relief transcripts are paid directly by OCC. Any other court reporter 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 Contractor's part, Contractor will be required to pay any charges beyond the reporter's standard page rate.

AMENDMENT #1 VOID

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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 will ask that Contractor supply OCC with Contractor credit card information so that a vehicle may be reserved for Contractor. OCC will work with contractor to make these arrangements.

E. Identification Badges

Identification badges are available to Contract 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 phone numbers, e-mail addresses and business addresses. If Contractor's business changes name, i.e., if you form a new P.C., etc., please remember that this change will nullify the contract Contractor has with the Board of Supervisors. OCC asks that you notify OCC in writing.

G. Weapons policy

No weapons, loaded or unloaded, or firearms, are to be brought into the courthouse buildings. There are security locks 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 Residence and Business Locations

Due to the municipal court 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.**

AMENDMENT #1 VOID

AMENDMENT #1
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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 by 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 including detail in chronological order the following:

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

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

M. Combined Open Caseload.

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

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

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 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 Web site at: www.maricopa.gov/contractcounsel.

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

**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, to parents or children in Integrated Family Court (IFC) cases. IFC cases may include: Domestic Relations or Family Court; Probate; Adult Criminal; Civil; Juvenile Delinquency; Juvenile Guardianship and Juvenile Notification (abortion) matters.~~

A. In addition to the duties specified in Section I, Contractor shall act as *guardian ad litem*, to the extent authorized by law, in Juvenile Delinquency, Juvenile Dependency, Juvenile Guardianship, Juvenile Emancipation and Juvenile Notification (abortion) matters and as counsel in Juvenile Guardianship, Juvenile Emancipation and Juvenile Notification (abortion matters).

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

~~C. Contractor is responsible for following the guidelines promulgated by the IFC Task Force that are attached hereto as Exhibit 1 and incorporated herein by reference.~~

4. ASSIGNMENT OF CASES

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

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

~~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.~~

AMENDMENT #1 VOID

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

F. Should a dependency matter be re-filed within a ~~twelve (12) month period~~ **year** from the date of appointment of the original dependency, the original ~~attorney-guardian ad litem~~ or **Best Interest Attorney** will be reappointed to the matter without additional compensation.

F. **In the event that Contractor files a Juvenile Dependency petition from a Juvenile Delinquency, Juvenile Guardianship, Juvenile Emancipation, or Juvenile Abortion matter, Contractor will remain as guardian ad litem in the Juvenile Dependency matter. However, assignment of guardian ad litem to the Juvenile Dependency matter does not necessarily mean that the Juvenile Special Advocacy Contractor is relieved of duties in the originally assigned case. Additionally, assignment of guardian ad litem to a Juvenile Dependency matter from a Juvenile Delinquency, Juvenile Guardianship, or Juvenile Emancipation case will not result in additional compensation except that provided by Section III-Consideration.**

4. **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.

5. **DE MINIMUS REPRESENTATION DETERMINATION BY COURT**

OCC will not compensate Contractor for any matter in which any of the following apply:

- D. The Court has ruled Contractor's representation of the client or the client has requested a continuance;
- E. The Court has requested OCC to substitute another OCC Contractor; or
- F. Contractor has expended less than eight (8) billable hours in the matter.

6. **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 10 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.

7. **SPECIAL CONTINUING EDUCATION DUTIES**

Contractor shall provide the Contract Administrator with ~~proof~~ **written evidence** that Contractor has attended at least ~~three~~ **six (6)** hours of continuing legal education in the area of juvenile law and/or procedure during each year of the term of this Contract.

AMENDMENT #1 VOID

AMENDMENT #1
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8. NOTICE OF APPEAL

- C. ~~Contractor 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.~~ **in its sole discretion.**
- 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.~~

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

**SECTION III
CONSIDERATION**

1. COMPENSATION

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

~~C. Contractor's primary source of compensation for the services performed pursuant to this contract shall be the estate, or other assets of the ward, petitioner or client. OCC will not pay any compensation unless contractor demonstrates, in writing to OCC, that contractor has petitioned the court for compensation from the estate, or other assets, of the ward, petitioner or client. In the event that contractor is awarded full compensation by the trial court from either of these sources, contractor will receive no additional compensation from OCC. In the event that contractor is awarded partial compensation by the trial court from either of these source, OCC will pay the difference between the amount awarded and the contract rate of compensation.~~

~~D. If Contractor withdraws or is withdrawn from a case, Contractor must have worked at least eight hours on the case in order to receive credit.~~

~~E. If the Contractor terminates the contract prior to its expiration, Contractor will be responsible for the completion of all assigned cases prior to termination at the same rate the Contractor was previously compensated. If any of the Contractor's clients that the Contractor is assigned to receives additional petitions after termination of the contract, OCC will assign the new petitions to an existing contractor.~~

~~D. This is a two and one quarter (2.25) year contract with the first period defined as April 1, 2005 through June 30, 2005; the second period defined as July 1, 2005 through June 30, 2006; and the third period defined as July 1, 2006 through June 30, 2007. This is a three year contract with the first period defined as July 1, 2007 through June 30, 2008; the second period defined as July 1, 2008 through June 30, 2009; and the third period defined as July 1, 2009 through June 30, 2010.~~

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

~~F. Upon termination of this contract, if Contractor files a Motion for Substitution of Counsel, Contractor will be responsible for finding a replacement from the list of the current Juvenile Special Advocacy Contractors and must submit a list to the Office of Contract Counsel of the substituting Contractor's.~~

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.

G Contractor must submit an original *Invoice in Support of Request for Warrant* using the form prescribed by the County for payment in addition to the base rate under this contract. Invoices submitted more than six (6) months after the last date of service must be submitted to the Maricopa County Board of Supervisors, as a claim against Maricopa County.

AMENDMENT #1 VOID

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SERIAL 04232-ROQ**

2. METHOD OF PAYMENT

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

- ~~1. GAL in a Criminal matter at \$250.00 per credit;~~
- ~~2. GAL in a Civil matter at \$250.00 per credit;~~
- ~~3. GAL in a Probate matter at \$250.00 per credit;~~
- ~~4. GAL in a Delinquency matter at \$250.00 per credit;~~
- ~~5. GAL in a Guardianship matter at \$250.00 per credit;~~
- ~~6. Juvenile Notification (Abortion) matter at \$750.00 per credit; and~~
- ~~7. Family Court matter at \$1,000.00 per credit.
 - ~~a) Should a Family Court matter continue beyond one year from date of appointment, Contractor will be paid \$350.00 for work performed during each fiscal year on or after the anniversary date of appointment.~~
 - ~~b) Contractor must supply OCC with an invoice and proof of participation (e.g., minute entry) to support any payment.~~~~

A. The parties shall calculate Contractor's compensation pursuant to the following Schedule of Services and Fees for those persons who have been found by the court to be indigent:

- 1. GAL only in a Delinquency matter at \$250.00 per credit;**
- 2. GAL or Counsel in a Guardianship matter at \$250.00 per credit;**
- 3. GAL or Counsel in a Juvenile Notification matter at \$250.00 per credit; and**
- 4. GAL or Counsel in a Juvenile Notification (Abortion) matter at \$750.00 per credit.**
- 5. GAL in a Juvenile Dependency matter at \$1,250.00 per credit for the first calendar year from the date of assignment and \$250.00 per year for every fiscal year thereafter that a case remains open and active (certification payments, however, if contractor is assigned as GAL in a Juvenile Dependency matter and files a private dependency petition, the combined rate for both cases will be \$1,250.00 and not \$1,500.00.**
- 6. Certification payments of \$250.00 for continuing Juvenile Dependency matters will be made only after Contractor submits a copy of a Certification Statement, filed with and conformed by the clerk of the court, attesting to having conferred with the child 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. Contractor's representation must have continued beyond one calendar year and into a fiscal year subsequent to the fiscal year in which the court made a finding of dependency before Contractor is eligible for a certification payment.**

AMENDMENT #1 VOID

**AMENDMENT #1
SERIAL 04232-ROQ**

- B. Subject to the availability of funds, 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**
 - . A 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 which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

5. MALPRACTICE INSURANCE

~~In addition to the requirements of Section 1, General Provisions, subsection 1, Malpractice Insurance, contractor will be required to be insured for the following areas of practice: Family Law, Probate Law, Criminal Law, Civil Law and Juvenile Law. Contractor must provide proof of errors and omissions to the Contract Administrator by the second month of the effective date of the contract.~~

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) Circle Preference(s) Quadrant 1 2 3 4
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
Social Security Number
Last Name
First Name
Business Address
City Zip
Business Phone Fax Number
Home Phone Pager/Cell
E-mail Address

GENERAL INSTRUCTIONS

- Type or print in black ink this application in its entirety.
Specify Contract Number for which you are applying.
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.

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"/> Speak
	<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

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

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.

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 _____ Family Court _____
- 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 align="center">Date of Birth</p> <p align="center">____ month ____ day ____ year</p>	<p align="center">Disabled?</p> <p align="center"><input type="checkbox"/> YES</p> <p align="center"><input type="checkbox"/> NO</p>	<p align="center">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 align="center">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 align="center">Gender</p> <p align="center"><input type="checkbox"/> Male</p> <p align="center"><input type="checkbox"/> Female</p> <hr/> <p align="center">AGE</p> <p align="center">Over 40?</p> <p align="center"><input type="checkbox"/> YES</p> <p align="center"><input type="checkbox"/> NO</p>	<p align="center">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 has a County Contract and may automatically be given County business without a</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.

Sign: _____ Date: _____

Contract No.: 04232-ROQ	Contract Type: Fixed Cost
Contract Amount: \$ Schedule Fee	Purpose: Special Advocacy – SEF/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 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 including any approved subcontractors, shall be governed by the terms of this document, its exhibits, attachments, appendices, and amendments 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, 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. What steps have you taken to become successful in this business?

b.) Expansion

1. How will you effectively manage the expansion of 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 actions are you taking to improve your business?

SECTION TWO

PRODUCT/SERVICE

Question 2. How do your services differ from your competitors?

Question 3. Why should Maricopa County award you a contract?

Question 4. What benefits do your clients receive from your services?

SECTION THREE

S.W.O.T ANALYSIS

Question 5. 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 6. 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 7. Define the opportunities of your business. An opportunity is something a company uses to shape its strategy.

Question 8. 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 9614913

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

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

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000000838 X
Telephone Number:	480/474-9000
Fax Number:	800/315-9617
E-mail Address:	azcoghan1@msn.com
Contract Period:	To cover the period ending June 30, 2007 2010.

STEVEN CZOP, 637 S. 48TH STREET, STE 201, TEMPE, AZ 85281

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001546 X

Telephone Number: _____ 602/327 6366

Fax Number: _____ 480/390 3345

E-mail Address: _____ stevenczop@hotmail.com

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

CANCELLATION EFFECTIVITY 6/30/07

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W00000835 X

Telephone Number: _____ 480/837 5333

Fax Number: _____ 480/836 1454

E-mail Address: _____ tomm92779@aol.com

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

Cancellation effective April 22, 2005.

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001555 X

Telephone Number: _____ 602/252 5504

Fax Number: _____ 602252 5507

E-mail Address: _____ Lincoln_jd@hotmail.com

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

CONTRACT CANCELLATION EFFECTIVITY 9/22/06

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

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000001489 X
Telephone Number:	602/978-2333
Fax Number:	602/978-3226
Contract Period:	To cover the period ending June 30, 2007 2010.

JONNA C. HOFFMAN, 16218 W LANE AVE, LITCHFIELD PARK, AZ 85340

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000521 X

Telephone Number: 623-907-4130

Fax Number: 623-907-4130

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 850, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000710 X

Telephone Number: _____ 602/266 9552

Fax Number: _____ 602/279 6651

E-mail Address: _____ taublaw@aol.com

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

CONTRACT CANCELLATION EFFECTIVITY 7/1/07.

DIANE LEOS, ATTORNEY, P O BOX 30073, MESA, AZ 85275

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000001411 X

Telephone Number: 480-924-3898

Fax Number: 480-924-1249

E-mail Address: diane.leos@yahoo.com

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

CANCELLATION EFFECTIVITY 7/01/07

CONTRACT AWARD EFFECTIVITY 10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000907 X

Telephone Number: _____ 480/325 2924

Fax Number: _____ 480/325 2888

E-mail Address: _____ vielawyer@aol.com

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

CONTRACT CANCELLATION EFFECTIVE 11/01/05

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001401 X

Telephone Number: _____ 602/277 7473

Fax Number: _____ 602/274 2129

E-mail Address: _____ crosales@ftlegal.com

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

CONTRACT CANCELLED EFFECTIVE 08/06/05

NANCY H. MARSHALL PC, 4340 E. INDIAN SCHOOL RD STE 21-576, PHOENIX, AZ 85018
MARK LAW BUILDING, 1708 E. THOMAS ROAD, PHOENIX, AZ 85016 7604

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000543 X

Telephone Number: 602/248-7810

Fax Number: ~~602/277-9018~~ **602-248-0913**

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

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

VIRGINIA MATTE, 852 NORTH 6TH AVENUE, PHOENIX, AZ 85003

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000590 X

Telephone Number: _____ 602/252 5934

Fax Number: _____ 602/252 5938

E-mail Address: _____ vmatte@aol.com

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

CANCELLATION EFFECTIVITY DATE 6/17/06.

JANELLE A MCEACHERN ATTORNEY INC, P.O BOX 1974, CHANDLER, AZ 85244 1974

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000690 X

Telephone Number: _____ 480/899 4115

Fax Number: _____ 480/812 1085

E-mail Address: _____ Janelle.mceachern@azbar.org

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

~~CONTRACT CANCELLED EFFECTIVE 02/11/06.~~

~~CONTRACT REINSTATED EFFECTIVE 2/11/06.~~

~~CONTRACT CANCELLED EFFECTIVE 9/8/06.~~

JUDITH A. MORSE P.C., 1110 E MISSOURI AVE SUITE 320, PHOENIX, AZ 85014

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001495 X

Telephone Number: _____ 602/277 6900

Fax Number: _____ 602/279 6698

E-mail Address: _____ Judith.morse@azbar.org

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

CANCELLATION EFFECTIVITY 7/01/07

JAMES T MYRES, P O BOX 16062, PHOENIX, AZ 85011-6062

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000754 X

Telephone Number: 602-235-9509

Fax Number: 602-650-0989

E-mail Address: jtmyers@cox.net

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

~~**CONTRACT CANCELLED EFFECTIVE 05/05/2005.**~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

TIMOTHY V NELSON, 1630 S. STAPLEY D. SUITE 231, MESA, AZ 85204

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001542 X

Telephone Number: _____ 480/892 9036

Fax Number: _____ 480/755 8286

E-mail Address: _____ tnlaw@lawyer.com

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

CANCELLATION EFFECTIVITY 6/30/07

PATRICIA O'CONNOR, P. O. BOX 11688, CHANDLER, AZ 85248

PRICING SHEET NIGP 9614913

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

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001400 X

Telephone Number: _____ 602/252 7233

Fax Number: _____ 602/253 4506

E-mail Address: _____ rjripa637@aol.com

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

CANCELLATION EFFECTIVITY 7/01/07

TOUHILL LAW OFFICES P. C., 2151 E BROADWAY RD SUITE 116, TEMPE, AZ 85282

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000000914 X
Telephone Number:	480/785-1425
Fax Number:	480/325-2888
Contact Person:	Jennifer Ryan Touhill
E-mail Address:	touhillazlaw@aol.com
Contract Period:	To cover the period ending June 30, 2007 2010.

DANIEL SAINT, 846 N 6TH AVENUE, PHOENIX, AZ 85003-1325

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000001457 X
Telephone Number:	602/254-7367
Fax Number:	602/712-1883
Contract Period:	To cover the period ending June 30, 2007 2010.

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

PRICING SHEET NIGP 9614913

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

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

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000000656 X
Telephone Number:	480/832-0222
Fax Number:	480/832-9981
E-mail Address:	schausjohng1@qwest.net
Contract Period:	To cover the period ending June 30, 2007 2010.

JONI N SHILL, 8300 N HAYDEN RD SUITE #207, SCOTTSDALE, AZ 85258

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W00000731 X

Telephone Number: _____ 480/467 0255

Fax Number: _____ 480/830 4605

E-mail Address: _____ azkidsusa@aol.com

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

CONTRACT CANCELLATION EFFECTIVITY DATE 7/16/06.

**STEPHANIE STROMFORS, STROMFORS LAW OFFICE P.C., 2151 E BROADWAY RD STE 116,
TEMPE, AZ 85285**

PRICING SHEET NIGP 9614913

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

LON S. TAUBMAN P.C., 2600 N CENTRAL AVENUE SUITE 1760 850, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000684 X

Telephone Number: _____ 602/266 9552

Fax Number: _____ 602/279 6651

E-mail Address: _____ taublaw@aol.com

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

CONTRACT CANCELLATION EFFECTIVITY 7/1/07.

HOLLIE K. OWSLEY, P O BOX 38309, PHOENIX, AZ 85069-8309
TAYLOR

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000000761 X
Telephone Number:	602/841-0046
Fax Number:	602/841-0791
E-mail Address:	hollietaylor@cox.net
Contract Period:	To cover the period ending June 30, 2007 2010.

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

PRICING SHEET NIGP 9614913

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.**

~~CANCELLATION EFFECTIVITY 6/30/07~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000576 X

Telephone Number: _____ 623/326 7716

E-mail Address: _____ stevewallin@cox.net

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

CANCELLATION EFFECTIVITY 6/30/07

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000000765 X

Telephone Number: _____ 602/279 7070

Fax Number: _____ 602/604 9653

E-mail Address: _____ hamidbar@mindspring.com

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

CANCELLATION EFFECTIVITY 7/01/07

GREGG R. WOODNICK, 2600 N. CENTRAL AVE STE 1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614913

Terms: NET 30
Vendor Number: W000000709 X
Telephone Number: 602-266-9552
Fax Number: 602-279-6651
E-mail Address: office@taubmanlaw.com
Contract Period: To cover the period ending **June 30, 2007 2010.**

~~CONTRACT CANCELLATION EFFECTIVITY 7/1/07.~~

CONTRACT AWARD EFFECTIVITY 10/01/07.

JEFFREY M ZURBRIGGEN PC, 4645 SOUTH LAKESHORE DR SUITE #13 TEMPE, AZ 85282

PRICING SHEET NIGP 9614913

Terms:	NET 30
Vendor Number:	W000000837 X
Telephone Number:	480/755-1596
Fax Number:	480/755-1549
E-mail Address:	zurbriggens@msn.com
Contract Period:	To cover the period ending June 30, 2007 2010.

JL BICKNER, PLC, 5025 N CENTRAL AVE #232, PHOENIX, AZ 85012

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000007937 X

Telephone Number: _____ 602 324 7262

Fax Number: _____ 602 324 7262

E-mail Address: _____ jblaw@cox.net

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

CONTRACT EFFECTIVITY DATE 9/20/06

CANCELLATION EFFECTIVITY DATE 03/22/07

AMY DOHRENDORF, 4035 W. CHANDLER BLVD SUITE #4, CHANDLER, AZ 85226
555 W CHANDLER BLVD STE #200, CHANDLER, AZ 85225

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000007902 X

Telephone Number: _____ 480 968 8700 480/785 5373

Fax Number: _____ 480 968 8702 480/785 5652

E-mail Address: _____ adohren@edlawfirmaz.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

CANCELLATION EFFECTIVITY 6/30/07

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000007435 X

Telephone Number: _____ 480 209 0803

Fax Number: _____ 480 657 9798

E-mail Address: _____ denisecarroll45@hotmail.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

CANCELLATION EFFECTIVITY 7/01/07

ANNETTE COX, 555 W. CHANDLER BLVD., SUITE 200, CHANDLER, AZ 85297
1414 W BROADWAY RD STE 122, TEMPE, AZ 85248

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000007974 X

Telephone Number: 480-968-8700

Fax Number: 480-968-8702

E-mail Address: acox@aslamylaw.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

JULIE M. RHODES, 2600 N CENTRAL AVE STE #1760, PHOENIX, AZ 85004

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000007652 X

Telephone Number: _____ 602 266 9552

Fax Number: _____ 602 279 6651

E-mail Address: _____ taublaw@aol.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

CONTRACT CANCELLATION EFFECTIVITY 7/1/07.

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 9614913

Terms: NET 30

Vendor Number: W000004929 X

Telephone Number: 602-258-3740

E-mail Address: gvslegal@cox.net

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

CONTRACT EFFECTIVITY DATE 9/20/06

DIANNE N. SULLIVAN, 637 S 48TH ST STE #201, TEMPE, AZ 85281

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000006862 X

Telephone Number: _____ 480 776 5990

Fax Number: _____ 480 776 5991

E-mail Address: _____ yourazattorney@yahoo.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

CANCELLATION EFFECTIVITY 7/01/07

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

PRICING SHEET NIGP 9614913

Terms: _____ NET 30

Vendor Number: _____ W000001407 X

Telephone Number: _____ 602 263 5005

Fax Number: _____ 602 263 8097

E-mail Address: _____ brian@theutlaw.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

CANCELLATION EFFECTIVITY 7/01/07.

PAUL J. THEUT, 5150 N 16TH ST STE A-222, PHOENIX, AZ 85016

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000004273 X

Telephone Number: 602-263-5005

Fax Number: 602-263-8097

E-mail Address: paul@theutlaw.com

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

CONTRACT EFFECTIVITY DATE 9/20/06

DAVID BELL, PO BOX 2100, MESA, AZ 85214

PRICING SHEET NIGP 9614913

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000883 X

Telephone Number: 480-491-7626

Fax Number: 480-491-7626

E-mail Address: bgrass@midwestern.edu

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

CONTRACT AWARD EFFECTIVITY10/01/07.

BERNARD P. LOPEZ, 16845 N. 29TH AVE STE 432, PHOENIX, AZ 85053

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000764 X

Telephone Number: 602-253-4643

Fax Number: 602-371-1600

E-mail Address: Bernard@bernardlopez.com

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000598 X

Telephone Number: 602-712-1368

Fax Number: 602-308-0022

E-mail Address: pjmatteiii@aol.com

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

CONTRACT AWARD EFFECTIVITY10/01/07.

LUCY MORONEY KEOUGH, 7000 N. 16TH ST STE 120-301, PHOENIX, AZ 85020

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000584 X

Telephone Number: 602-997-7367

Fax Number: 602-997-7467

E-mail Address: lmkeough@cox.net

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000010007 X

Telephone Number: 623-594-2237

Fax Number: 623-594-8626

E-mail Address: jennifermorseopdsbox@gmail.com

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000000569 X

Telephone Number: 602-509-3685

Fax Number: 623-376-6665

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

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000010017 X

Telephone Number: 602-363-7309

Fax Number: 480-994-5253

E-mail Address: jramiroshanahan@qwest.net

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

CONTRACT AWARD EFFECTIVITY10/01/07.

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

PRICING SHEET NIGP 9614913

Terms: NET 30
Vendor Number: W000000763 X
Telephone Number: 602-254-7277
Fax Number: 602-254-2293
E-mail Address: mtwatty@qwest.net
Contract Period: To cover the period ending **June 30, 2007 2010.**

CONTRACT AWARD EFFECTIVITY10/01/07.

AMY M. WILSON, 14393 W. CHRISTY DR., SURPRISE, AZ 85379

PRICING SHEET NIGP 9614913

Terms: NET 30

Vendor Number: W000010733 X

Telephone Number: 623-536-5500

Fax Number: 623-536-1984

E-mail Address: mmyesq@yahoo.com

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

CONTRACT AWARD EFFECTIVITY10/01/07.