

**SERIAL 07046 ROQ CAPITAL CASE INDIGENT REPRESENTATION ATTORNEY SERVICES –  
OPDS**

**DATE OF LAST REVISION: February 26, 2008**

**CONTRACT END DATE: September 30, 2010**

**Amendment #1 (DTD 5/23/07) consists of changes to SECTION II WORK STATEMENT and SECTION III CONSIDERATION. Language removed is indicated as “lined thru”, and new or changed language is indicated as “bold”.**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2010**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CAPITAL CASE INDIGENT REPRESENTATION ATTORNEY SERVICES –  
OPDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 05, 2007**.

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.

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Wes Baysinger, Director  
Materials Management

SF/mm  
Attach

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

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, 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 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 coterminous 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. Parties or Party mean OCC, the County and Contractor, as the context requires.
- 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; or (5) fees for the issuance of subpoenas charged by the Clerk of the Court; (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 has attached, witnesses are sworn, and testimony is taken. A trial day is 3.5 or more hours of trial time; a half-day is less than 3.5 hours.

**2. TERM**

The Contract begins on the effective date, as stated/approved, on the appropriate Maricopa County Consent Agenda, (the "Commencement Date") and expires three (3) years following the stated effective date, 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 three (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.

**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 budget. 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 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.

**5. NON-EXCLUSIVE STATUS**

OCC may provide the same or similar professional services through persons or firms other than Contractor.

**6. CONTRACTOR'S RESPONSIBILITIES**

- A. Effective Representation. Contractor shall provide effective legal representation of the Client including, but not limited to, the following:
1. Contacting the Client concerning the representation within 48 hours of 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 investigations as are appropriate and required in order to provide quality, effective legal representation.
  5. Full compliance with the requirements of Rule 6.8 of the Arizona Rules of Criminal procedure.
  6. Representing the client at all phases of the proceedings, from the time Contractor is appointed, to the termination of the proceedings in the trial Division of Maricopa County Superior Court.
- 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 account for the time Contractor has actually expended and to return any payment for the Representation where appropriate.
- D. Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the Representation. Termination of a contract(s) by either the County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination. The County will not compensate Contractor for services rendered after termination or expiration of the Contract absent extraordinary circumstances.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from Representation due to any failure of performance relating to the Representation, Contractor shall reimburse the County for any payment made to Contractor relating to the Representation and provide a written explanation of the failure of performance.
- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the Representation, Contractor may not represent the Client for a fee arising out of that Representation without prior written approval of the Contract Administrator. In the event the court permits Contractor to withdraw from the representation, Contractor shall notify OCC of that ruling.
- 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, or the Contract Administrator. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC, or the Contract Administrator will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract, except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, or any other OCC contractor or their staffs.
- J. 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, social workers, service of process (other than local service), court transcript fees and other 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 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 attached. All expenses must be approved by OCC prior to the inception of the expense.  
OCC will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business including, but not limited to, long-distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense.
- K. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. If the nominated investigator is available to perform the requested work in a timely basis, OCC will attempt to accommodate the contractor's request. The Contract Administrator will appoint an investigator from a group of contracted investigators and approve a specific maximum number of billable hours to be expended by the investigator on the case. Contractor is responsible for full review and certification of the investigator's billings prior to payment by OCC.

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.

- L. Mitigation Specialists. 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, OCC will attempt to accommodate the Contractor's request.
- M. Appointment of Interpreters. Court Interpreters will be used for non-English-speaking Clients as reasonable and necessary for all court proceedings and out-of-court matters.
- N. 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 Criminal Procedure regarding notice of motions.
- O. 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 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).
- P. Technological Equipment. Contractor must possess the following equipment to meet the needs for OCC appointment protocol effective July 1<sup>st</sup>:
  - 1. Desktop computer operating system or laptop computer,
  - 2. Microsoft Windows Software and Adobe Reader;
  - 3. E-mail address; and
  - 4. Pager and/or cell phone.
- Q. Court Orders for additional compensation. In the event that a contractor files a motion with any Court for additional compensation 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 on a timely basis may result in either suspension or termination of the contract.
- R. Monthly Case Logs. All logs must be returned via Internet to OCC by the date designated by the OCC. This includes all changes to case dispositions and hours expended on the case to-date 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 OCC on a case-by-case basis until such documentation is provided.
- S. Billing period Any case reported to OCC that is six (6) months old or older will be paid by OCC. Any such claim shall be submitted to the Office of County Counsel.
- T. Attorney Complaints. Any complaint made about a contractor will be forwarded to Contractor with a request for a response to the complaint. The contractor shall respond to the complaint in writing within 10 days and submit a copy of Contractor's response to OCC.
- U. Death Notice Contractor shall immediately notify the Contract Administrator of the filing of a Notice of Intent to Seek the Death Penalty. Contractor shall also notify the Contract Administrator if the time for filing a Notice of Intent to Seek the Death Penalty expires and no such notice is filed.

If no Notice of Intent to Seek the Death Penalty is filed. The Contract Administrator may at his or her discretion request that the court re-assign this matter to a different contractor.

- V. Knapp Association The Contractor shall immediately notify the Contract Administrator of any notice of appearance filed by private counsel pursuant to *Knapp V. Hardy*, 111 Ariz. 107 (1974). In the event of such association, the Contractor shall petition the court to withdraw as attorney of record pursuant to A.R.S. § 11-587.
- W. Other Employment by the Contractor-The contractor shall provide the contract administrator a list of all other governmental contracts into which the contractor has entered. Additionally, the contractor shall provide the names, courts, and court numbers of all other cases in which the contractor is rendering legal services. This provision is to allow the county to insure that it does not enter into any agreements that violate the ABA guidelines.
- X. Budget Within 30 days of the filing of the Noticed to Seek the Death Penalty, the Contractor shall submit to the Contract Administrator a proposed estimated budget of the total cost of this case, assuming that it proceeds to trial. This budget should include the cost of experts, travel, attorneys' fees, investigation and the like. It is understood that this will be an estimate and not a limit on the amount that will be paid by the County.

**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 are the exclusive province of the County Board of Supervisors at the time of the adoption of the budget.

**8. INDEPENDENT CONTRACTOR**

- A. Contractor's relationship to the County 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 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, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

**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 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 notify the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its termination. 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 coverage or costs of defense from County or its Self-Insurance Trust from liability or other claims arising from Contractor's performance under the Contract.
- C. Contractor agrees to indemnify the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

**11. AMENDMENTS**

- A. 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 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 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.

**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, 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. In the event a sentence of death is imposed, Contractor will maintain the books, records, files and any other documents indefinitely and shall provide them or copies to subsequent counsel as needed or required by law or court order.

OCC will not pay for costs associated with the storage of any records or files 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 shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

**17. DISPUTES**

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the 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, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

**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. three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and 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 (i) by the terms of the Contract or (ii) 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 (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party

**24. MISCELLANEOUS**

- A. Process Server  
Contractor shall utilize the current contracted process server, as directed by OCC. Once the subpoena issued by the Clerk of the Court, contractor may give it directly to one of the contracted firms for service without pre-approval by OCC. The Contractor shall utilize the appropriate form, to ensure that the contracted firm will appropriately bill OCC.
- B. Court Reporters  
Only Appellate and Post-Conviction relief transcripts are paid automatically by OCC. Any other use of court reporters or transcriptionists must be approved before hand 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 retrial is granted, the County Attorney and Defense should share the cost of the transcript of original trial. OCC encourages you to bring this to the court's attention. RUSH (w/in 5 days) and EXPEDITED (w/in 10 days) transcription requests are strongly

discouraged. OCC requires that contractor justify such requests with an explanation of why this expense was unavoidable. In the necessity for rush service is the result of delay on contractors part, contractor will be required to pay the premium rate differential to the court reporter.

C. Audio and Video Tape Transcription

Contractor shall utilize current awarded contractor, as directed by OCC for audio and video tape transcription. 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 experts 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. To obtain an identification badge please contact OCC at 602/506-7228 for an appointment.

F. Change of Address/Firm

Contractor shall advise OCC promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses.

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.

SECTION II  
WORK STATEMENT

1. **EFFECT**

**This Work Statement shall control should there be any conflict with the General Provisions or Consideration sections of this contract.**

~~1. **SERVICES TO BE PROVIDED:**~~

2. **DUTIES**

A. **In addition to the duties specified in Section I (General Provisions), the** The Contractor shall provide highly competent legal services to allow Maricopa County to provide high quality, cost effective legal representation to indigent defendants charged with a capital offense in the Superior Court of Maricopa County. This representation shall fully comply at a minimum with the standards of representation required by Rule 6.8 of the Arizona Rules of Criminal Procedure, the performance standards in the 2003 American Bar Association Guidelines for Appointment of Defense Counsel in Death Penalty Cases and the Maricopa County Emergency Plan for Indigent Defense Representation in Capital Cases (2007).

**Legal representation under this contract shall include:**

**A. Legal Counsel representation fro Capital proceedings: and**

**B. Co-Counsel representation for Capital proceedings**

~~B.~~ The Contractor, by entering into this contract, certifies that the contractor fully meets all of the stated qualifications as found in Rule 6.8 of the Arizona Rules of Criminal Procedure. The Contractor, upon the request of the County, shall, at any time, provide verification of compliance with Rule 6.8

SECTION III  
CONSIDERATION

1. **COMPENSATION**

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

- A. If this contract is terminated prior to its expiration, Contractor shall be responsible for the completion of all cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated. If any of the clients that the Contractor is assigned to receives additional charges after termination of the contract, OPDS will assign the new charge to an existing Contractor.
- A. B. ~~Maricopa County shall pay the Contractor the sum of \$125.00 per hour for the legal services rendered pursuant to this contract~~ **Lead Counsel at the rate of \$125.00 per hour for all legal services rendered pursuant to this contract; and Co-Counsel shall be paid at the rate of \$95.00 per hour for all legal services rendered pursuant to this contract.** The hours billed by the Contractor shall be reviewable by the Contract Administrator, and disputes, if any, shall be dealt with as described in this contract.
- C. **This is a three (3) year contract, which commences upon the award effectivity date as stated in award notification(s), and includes options for contract renewal for up to three (3) additional years as requirements may demand.**
- B. D. This contract resultant of this solicitation, does not guarantee any minimum assignment of cases.

- 2. A. **Contractor shall submit an original invoice in Support of Request for Warrant on the form prescribed by the County for payments. Invoices submitted more than six (6) months after the conclusion of the case shall be submitted to the Maricopa County Board of Supervisors.**
- B. **If OPDS (formerly OCC) disallows a portions of any claim, the claim shall be process for the reduced amount. If the Contractor protests the amount paid or the reason for a disallowance, the protest shall be construed as a dispute within the meaning of the Disputes clause of the General Provisions section of this Contract.**

2. 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, workman's compensation and other mandatory governmental obligation, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's



SERIAL 07046-ROQ

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

**CAPITAL CASE INDIGENT REPRESENTATION CONTRACT**

**GENERAL INFORMATION**

Contract Number \_\_\_\_\_

Located in the upper left corner of contract signature page.

Social Security Number \_\_\_\_\_

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Home Phone \_\_\_\_\_ Pager/Cell \_\_\_\_\_

E-mail Address \_\_\_\_\_

Mandatory

**GENERAL INSTRUCTIONS**

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

**FILL OUT ACCORDINGLY**

Are you currently employed by Maricopa County/ Superior Courts YES  NO

Have you ever worked for Maricopa County/Superior Courts YES  NO

Are you currently licensed to practice law in Arizona? YES  NO  State Bar ID: \_\_\_\_\_

Bar admissions and dates \_\_\_\_\_

Firm Name \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

Please list associates and/or partners \_\_\_\_\_

Have you ever been denied admission to the Bar of any state? \_\_\_\_\_

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

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

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

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

List your three most current CLE courses: \_\_\_\_\_

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

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

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

**WORK HISTORY**

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

Current/Last Employer \_\_\_\_\_ Kind of Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number \_\_\_\_\_  
Your job title \_\_\_\_\_ Supervisor's Name \_\_\_\_\_  
From \_\_\_\_/\_\_\_\_ Full-Time  Part-Time  # of hours worked per week \_\_\_\_\_  
Month Year

**Duties and Responsibilities**

Previous Employer \_\_\_\_\_ Kind of Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number \_\_\_\_\_  
Your job title \_\_\_\_\_ Supervisor's Name \_\_\_\_\_  
From \_\_\_\_/\_\_\_\_ Full-Time  Part-Time  # of hours worked per week \_\_\_\_\_  
Month Year

**Duties and Responsibilities**

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

**WORK HISTORY**

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

Current/Last Employer \_\_\_\_\_ Kind of Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number \_\_\_\_\_  
Your job title \_\_\_\_\_ Supervisor's Name \_\_\_\_\_  
From \_\_\_\_/\_\_\_\_ Full-Time  Part-Time  # of hours worked per week \_\_\_\_\_  
Month Year

**Duties and Responsibilities**

Previous Employer \_\_\_\_\_ Kind of Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number \_\_\_\_\_  
Your job title \_\_\_\_\_ Supervisor's Name \_\_\_\_\_  
From \_\_\_\_/\_\_\_\_ Full-Time  Part-Time  # of hours worked per week \_\_\_\_\_  
Month Year

**Duties and Responsibilities**

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

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

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

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

<p align="center"><b>Date of Birth</b></p> <p align="center">____/____/____ month day year</p>	<p align="center"><b>Disabled?</b></p> <p align="center"><input type="checkbox"/> YES</p> <p align="center"><input type="checkbox"/> NO</p>	<p align="center"><b>How did you first learn of this contract?</b></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"><b>Ethnic Category</b></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"><b>Gender</b></p> <p align="center"><input type="checkbox"/> Male</p> <p align="center"><input type="checkbox"/> Female</p>	<p align="center"><b>Vendor Classification</b></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>
<p align="center"><b>AGE</b></p> <p align="center">Over 40?</p> <p align="center"><input type="checkbox"/> YES</p> <p align="center"><input type="checkbox"/> NO</p>		

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Contract No.: 07046-ROQ	Contract Type: Variable Cost
Contract Amount: \$ Schedule Fee	Purpose: Capital Case Indigent Representation
Budget Code: 100-560-5673	Contractor TIN/SSN:
Start Date: <b>CONTRACT AGENDA AWARD DATE</b>	Expiration Date: <b>THREE (3) YRS. FROM AWARD DATE WITH OPTIONS FOR UP TO THREE (3) ADDITIONAL YEARS</b>

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

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

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

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

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

Notice to Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Notice to Maricopa County: Materials Management \_\_\_\_\_

Address: 320 W. Lincoln, Phoenix • AZ. 85003

Phone: (602)506-3967

**IN WITNESS WHEREOF**, the parties enter into this Contract:

**CONTRACTOR**

**MARICOPA COUNTY  
BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Type or Print Attorney's or Firm Name

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

Approved as to form:

\_\_\_\_\_  
Deputy Maricopa County Attorney      Date

BUSINESS PLAN

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

SECTION ONE

DESCRIPTION OF THE BUSINESS

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

a.)  Start-up

1. Why will you succeed in this business?

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2. What is your experience in this business?

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3. What will be special about your business?

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b.)  Expansion

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

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2. Into what areas are you expanding your business?

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c.)  Takeover

1. When and by whom was the business founded?

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

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

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

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d.)  Existing

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

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2. What do you expect of your existing business?

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

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

                   
month year

SECTION TWO

PRODUCT/SERVICE

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

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

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

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

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SECTION THREE

S.W.O.T ANALYSIS

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

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

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

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

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**HERMAN ALCANTAR JR., 1001 N. CENTRAL AVE STE 660, PHOENIX, AZ 85004**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000004778 X

Telephone Number: 602-253-5996

Fax Number: 602-716-9621

Contact Person: Anna Ruiz

E-mail Address: [alcantar@qwest.net](mailto:alcantar@qwest.net)

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

**GARY BEREN, ATTORNEY AT LAW, PO BOX 86, SCOTTSDALE, AZ 85252-0086**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000000747 X
Telephone Number:	602-337-3145
Fax Number:	602-337-3146
Contact Person:	Gary Beren
E-mail Address:	<a href="mailto:gary.beren@webmail.azbar.org">gary.beren@webmail.azbar.org</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**BRUCE E. BLUMBERG, P.C., 45 W JEFFERSON STE 210, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000004574 X

Telephone Number: 602-277-6180

Fax Number: 602-271-4119

Contact Person: Bruce Blumberg

E-mail Address: [bruce.blumberg@azbar.org](mailto:bruce.blumberg@azbar.org)

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

**SEAN BRUNER, ATTORNEY, 35 E. UNIVERSITY BLVD, TUCSON, AZ 85705**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000010123 X
Telephone Number:	520-792-3200
Fax Number:	520-792-9441
Contact Person:	Sean Bruner
E-mail Address:	<a href="mailto:sean@bruner.net">sean@bruner.net</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**NATHANIEL CARR, 649 N. 4<sup>TH</sup> AVE, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000004992 X
Telephone Number:	602-606-4686
Contact Person:	Nathaniel Carr
E-mail Address:	<a href="mailto:cartron@aol.com">cartron@aol.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**RODERICK S. CARTER, 649 N. 4<sup>TH</sup> AVE, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000004566 X
Telephone Number:	602-606-4660
Fax Number:	602-294-9289
Contact Person:	Rodrick Carter
E-mail Address:	<a href="mailto:rodrick.carter@azbar.org">rodrick.carter@azbar.org</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**RANDALL CRAIG, 9449 N. 90<sup>TH</sup> STREET STE 212, SCOTTSDALE, AZ 85258**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000009161 X
Telephone Number:	480-767-0400
Fax Number:	480-767-0401
Contact Person:	Randall Craig
E-mail Address:	<a href="mailto:randall@randalljcraig.com">randall@randalljcraig.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

GERALD T GAVIN, 21904 S. 185<sup>TH</sup> STREET, QUEEN CREEK, AZ 85242  
2733 N. POWER ROAD, SUITE 102, PMB 607, MESA, AZ 85207

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000000639 X
Telephone Number:	480-233-6038
Fax Number:	602-252-1724
Contact Person:	Gerald T. Gavin
E-mail Address:	<a href="mailto:shamrockshark@gmail.com">shamrockshark@gmail.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**RICHARD D. GIERLOFF, 45 W. JEFFERSON STE 412, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000006967 X
Telephone Number:	602-254-8861
Fax Number:	602-254-9310
Contact Person:	Kimberly Rodriguez
E-mail Address:	<a href="mailto:Richard@aztrialattorney.com">Richard@aztrialattorney.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**RENA P. GLITSOS, 45 W. JEFFERSON STE 512, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000001608 X
Telephone Number:	602-528-0882
Fax Number:	602-252-1724
Contact Person:	Rena Glitsos
E-mail Address:	<a href="mailto:rglitsos@juno.com">rglitsos@juno.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**DAVID GOLDBERG ATTORNEY AT LAW, PO BOX, FLAGSTAFF, AZ 86002**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000009369 X

Telephone Number: 929-779-7171

Fax Number: 929-779-7171

Contact Person: David Goldberg

E-mail Address: [beardog1960@msn.com](mailto:beardog1960@msn.com)

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

**JOEY HAMBY, P.C., 45 W. JEFFERSON STE 210, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000004575 X

Telephone Number: 602-277-6180

Fax Number: 602-271-4119

Contact Person: Joey Hamby

E-mail Address: [joey.hamby@azbar.org](mailto:joey.hamby@azbar.org)

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

**VIKKI M. LILES, LAW OFFICE OF, 45 W. JEFFERSON STE 412, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000007656 X

Telephone Number: 602-254-8861

Fax Number: 602-254-9310

Contact Person: Vikki Liles

E-mail Address: [lileslaw@msn.com](mailto:lileslaw@msn.com)

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

**TONYA J. PETERSON, 3839 N. 3<sup>RD</sup> ST STE 400, PHOENIX, AZ 85012**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000007500 X
Telephone Number:	602-254-5544
Fax Number:	602-254-9263
Contact Person:	Tonya McMath
E-mail Address:	<a href="mailto:tmcmath@jennagroup.com">tmcmath@jennagroup.com</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**DAVID POWELL, 3601 W. IRONWOOD DR, CHANDLER, AZ 85226**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000007666 X

Telephone Number: 602-509-2193

Contact Person: David Powell

E-mail Address: [cdpowell@cox.net](mailto:cdpowell@cox.net)

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

**DANIEL R. RAYNAK, P.C., 45 W. JEFFERSON ST STE 225, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000005201 X

Telephone Number: 602-992-7776

Fax Number: 602-992-7646

Contact Person: Daniel Raynak

E-mail Address: [danraynak@yahoo.com](mailto:danraynak@yahoo.com)

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

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

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000004124 X

Telephone Number: 602-604-7577

Fax Number: 602-604-7555

Contact Person: Michael Reeves

E-mail Address: [michael.reeves@azbar.org](mailto:michael.reeves@azbar.org)

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

**JOHN W. ROOD II, ATTORNEY, 817 N. 2<sup>ND</sup> ST, PHOENIX, AZ 85004**

PRICING SHEET NIGP 9614901

Terms:	Net 30
Vendor Number:	W000007496 X
Telephone Number:	602-258-1778
Fax Number:	602-258-1779
Contact Person:	John Rood
E-mail Address:	<a href="mailto:jroodiii@qwest.net">jroodiii@qwest.net</a>
Contract Period:	To cover the period ending <b>September 30, 2010.</b>

**ROBERT L. STORRS, P.C., 45 W. JEFFERSON ST STE 803, PHOENIX, AZ 85003**

PRICING SHEET NIGP 9614901

Terms: Net 30

Vendor Number: W000000626 X

Telephone Number: 602-258-4545

Fax Number: 602-258-3693

Contact Person: Sharon Storrs

E-mail Address: [rlstorrspc@netzero.net](mailto:rlstorrspc@netzero.net)

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