

**REQUEST FOR QUALIFICATIONS NO. 111020**  
**INDIGENT LEGAL ATTORNEY SERVICES**  
**GILA COUNTY**



**\*BOARD OF SUPERVISORS\***  
**Woody Cline, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**Tim Humphrey, Member**

**\*County Manager\***  
**James Menlove**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF REQUEST FOR  
QUALIFICATIONS  
SOLICITATION NUMBER  
111020**

**1400 East Ash Street  
Globe, Arizona  
85501**

**BID DUE DATE:** January 28, 2021

**TIME:** 3:00 PM

**DESCRIPTION:** Indigent Legal Attorney Services

**PRE-BID CONFERENCE:** Not Applicable

**Bid Submittal Location:** Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501

**Bid Opening Location:** Gila County Copper Building Conference Room  
1400 E. Ash Street, Globe, AZ 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-4355, Bidders are strongly encouraged to carefully read the entire Request for Qualifications.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1350 E. Monroe St., Globe, AZ, or another site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the bidders responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's Department, 1400 E. Ash Street, Globe, AZ.

Payson Roundup advertisement dates: December 8, 2020 and December 15, 2020

Signed: \_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

# REQUEST FOR QUALIFICATIONS

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### Gila County General Provisions

**\*NOTE:** *The General Provisions are being provided solely for the purpose of the potential bidder to be aware of Gila County's liability requirements and contract format.*

Section A.      **REQUEST FOR QUALIFICATIONS**

**RFQ NO. 111020**

It is the intent of Gila County to hire attorneys to perform the services as outlined in the ‘Scope of Work’ for Indigent Legal Attorney Services in Gila County.

**Indigent Legal Attorney Services**

Request for Qualifications are to be received in the office of:

Betty Hurst, Gila County Contracts Administrator  
Copper Building  
1400 E. Ash Street  
Globe, AZ 85501

Until: 3:00 p.m. on January 28, 2021, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms submitting responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this request shall be directed to:

Name:            Betty Hurst, Gila County Contracts Administrator  
Address:        1400 E. Ash Street  
                      Globe, AZ 85501  
  
Phone:           (928) 402-4355  
Email:           [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov)

Section B. **PURPOSE OF THE RFQ**

1. The intent of this RFQ is to establish a listing of qualified attorneys to provide legal representation to indigent persons as assigned by the Superior Court or Court Administration. Attorneys interested in being selected for the proposed work shall submit their proposal to Betty Hurst – Gila County Contracts Administrator, by January 28, 2021 at 3:00 P.M.
2. Any questions regarding the proposed work must be submitted in writing no later than 3:00 P.M. on January 18, 2021. All questions will be answered in writing no later than January 24, 2021 at 3:00 P.M.
3. Proposals will be evaluated based on the minimum requirements and the evaluation criteria set forth in Section D.

Section C. **INSTRUCTIONS TO RESPONDENTS**

RFQ's shall be addressed and delivered to:

Name: Betty Hurst  
Gila County Contracts Administrator  
Address: 1400 E. Ash Street  
Globe, AZ 85501

Responses shall be in a sealed envelope marked as follows:

Name of Respondent  
Title of Respondent  
RFQ Title and Number  
Date and Time Response is Due

No telephonic, telegraphic, or facsimile responses shall be considered. Responses received after the time for closing shall be returned to the respondent unopened.

1. Responses shall be submitted in **5** copies.
2. No department, school, or office at the County has the authority to solicit official responses other than the Finance Department. All solicitation is performed under the direct supervision of the Finance Director and in complete accordance with Gila County policies and procedures.
3. Responding firms **may** be requested to meet with the selection committee to discuss their Request for Qualifications. Scheduling of these discussions shall be accomplished by Court Administration.
4. Any information considered to be proprietary by the respondent shall be placed in a separate envelope and marked "Proprietary Information." To the extent the Finance Director concurs, this information shall not be considered public information. The Finance Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered proprietary.

5. If responding by express mail, allow sufficient time for delivery. Globe is considered a rural area; thereby Federal Express deliveries are often made late in the afternoon. RFQ proposals may not be faxed nor electronically transmitted to the County. Proposals, which are received after the deadline, will not be considered. Respondents must ensure delivery (not postmarking) by the date and time indicated above.
6. Proposals shall be signed by an authorized agent of the company.

Section D. **QUALIFICATIONS**

**Applicant Evaluation**

**All applicant attorneys' qualifications will be evaluated by a panel comprised of Superior Court judges and / or other court staff as designated by the Presiding Judge, based generally upon the criterion described below.**

**"Member – State Bar of Arizona":** In order for an applicant to be considered, they must be a member of the State Bar of Arizona.

**"Bar Discipline":** In the evaluation of any formal Bar discipline, the panel will consider 1) the frequency of complaints; 2) the severity of the discipline imposed; and 3) the nature of the complaint (for example, ethics / moral turpitude complaints may result in a greater reduction in scoring than a technical or procedural violation.) Any unsubstantiated complaints will not be considered.

**"Years of Experience":** "Years of Experience" means the total number of years that an applicant attorney has been practicing in any capacity.

**"Years of Experience in Specific Field Applied For":** "Years of Experience in Specific Field Applied For" means the total number of years that an applicant attorney has been practicing in the specific field for which they have applied.

**"References / Recommendations":** The panel will evaluate references and recommendations based upon the strength of the references and / or recommendations contained in their response / Letter of Interest / Statement of Qualifications. Further, the panel may also consider the originating source of the reference / recommendation; the interpretation of the reference / recommendation as it relates to professional competencies; the length of the association between the attorney and the reference / recommendation; and any specific attributes highlighted by the reference / recommendation.

**"Willingness to Travel to Payson and Globe":** Scoring in this category will be based upon the applicant attorney's willingness to accept case appointments in both Payson and Globe.

**"Willing to Accept Appointments in Various Case Types":** The expectation is that an applicant attorney is willing to accept appointments in case types outside the primary scope of the contract.

**After initial evaluation of the Qualifications received, the panel may decide to interview applicant attorneys.**

**“Interview”:** For applicant attorneys receiving interviews, scoring will be based upon the interviewee’s demonstration of professional expertise; apparent ability to effectively advocate for indigent clients; courteous and professional demeanor; and an understanding of modern case processing.

Once the interview process is completed, the panel will rank the applicant attorneys and route the list to the Presiding Judge. The Presiding Judge will recommend some or all of the applicant attorneys to the Gila County Board of Supervisors for consideration of contract award.

Section E. **SCOPE OF SERVICES**

Gila County, in conjunction with Superior Court Administration is developing a listing of qualified attorneys to accept case assignments within Gila County Superior Courts in both Payson and Globe. The intent of this Request for Qualifications is to establish a listing of qualified attorneys to provide legal representation to indigent defendants as assigned by the Court or Court Administration. This solicitation encompasses the following areas of indigent defense practice:

- Juvenile Dependency
- “Best Interests Attorney” services
- Guardianship / Conservatorship
- Guardian ad Litem

All case assignments made to contracted attorneys pursuant to an award under this solicitation shall be under the new contract terms and compensation schedules specified within this solicitation.

Contractors agree to fully comply with all terms and conditions specified within this solicitation for inclusion on the list of qualified Gila County Indigent Defense Attorneys. Each applicant shall register as a vendor with Gila County and shall comply with the requirements of vendor registration upon submission of their application and response to this solicitation. Additionally, fees and compensation for each area of practice are predetermined and are not negotiable, except as otherwise noted.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. Applicants shall clearly designate the area or areas of practice for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any attorney may be offered. For purposes of this solicitation only, the terms “Contractor”, “Attorney” and “Applicant” are used inter-changeably to mean the individual who successfully responds to this solicitation and is placed on the list of qualified Indigent Legal Services Attorneys for Gila County.

**INDIGENT LEGAL ATTORNEY SERVICES REQUIREMENTS**

**I. CONTRACTOR’S RESPONSIBILITES**

- A. **CASE ASSIGNMENT:** The Court, under the terms of this solicitation and at its sole discretion, shall assign cases.

B. **NON-EXCLUSIVE STATUS:** Gila County may contract for the same or similar professional services through persons other than Contractor

C. **EFFECTIVE REPRESENTATION:** Contractor shall comply with the Arizona Rules of Professional Conduct, State and Local Court Rules and the written administrative and procedural policies and procedures established by the Court(s). *Contractor shall effectively represent the client including, but not limited to:*

- 1 Contacting and conferring with the Client concerning the representation within a reasonable or mandated amount of time upon notice of assignment.
- 2 Maintaining reasonable contact and adequately communicating with the client until the representation is terminated.
- 3 Promptly assembling the core defense team and continually monitoring the case for the need of additional expert, investigative, or other ancillary professional services.
- 4 Continually monitoring the Client's mental, physical and emotional condition for effects on Client's legal position.
- 5 Using reasonable diligence in notifying the Client of necessary Court appearances, including any Court action that arises out of the Client's non-appearance.
- 6 Conducting all out-of-Court preparation required for competent representation of the Client, including a prompt and thorough Client interview and such additional interviews and investigation as may be appropriate.
- 7 Appearing in Court on time and prepared for scheduled proceedings, unless prior arrangements have been made with the Court.
- 8 Displaying appropriate respectful professional demeanor and conduct in all dealings with the Court, opposing counsel, parties and the Client.
- 9 Facilitating the work of successor counsel.
- 10 Recognition of legal issues.
- 11 Effective legal research and use of motions.
- 12 Effective case development including thorough interviews, appropriate use of investigators, and timely and comprehensive witness interviews.
- 13 Effectiveness in negotiations.
- 14 Thorough and effective trial preparation including anticipation of key legal issues, evaluations of admissibility of evidence, discussion of the Client's role including possible testimony, and preparation of witnesses including the Client if necessary.
- 15 Willingness to try cases.
- 16 Advocacy skills.
- 17 Follow any representation standards adopted by the Supreme Court (i.e. children requirements / adoptions).
- 18 Appropriate ongoing training in Dependency Court processes and related fields.



## II. REQUIRED QUALIFICATIONS & DOCUMENTATION TO BE SUPPLIED

A. **MINIMUM QUALIFICATIONS:** To qualify as pre-qualified Indigent Attorney for assignment of Dependency cases with Gila County, Attorney must *minimally* possess all of the listed qualifications specified herein and provide documentation verifying same as noted herein.

### 1. **EDUCATION AND LICENSURE**

- a) Applicant shall be a graduate of an ABA accredited law school;
- b) Applicant shall be a member in good standing with the State Bar of Arizona;
- c) Applicant shall be licensed by the State Bar of Arizona;
- d) Applicant shall maintain their good standing within the State Bar of Arizona as well as his/her licensure for the duration of contract award if accepted by Gila County as a qualified Attorney for Indigent Legal Attorney Services and for placement on its roster of qualified attorneys.
- e) Applicant must include with his/her application packet the following documentation:
  - 1) A copy of his/her diploma and/or copy of official transcripts from the accredited law school from which they graduated; *and*
  - 2) A copy of his/her State Bar of Arizona card.
  - 3) Copies of his/her insurance certificates, including any “riders” should applicant have previously been approved for contract and is now applying as a solo practitioner or is affiliated with a new law firm.

### 2. **EXPERIENCE**

- a. Applicant shall have at least one (1) year experience in one or more of the following categories of legal practice:
  - 1) Dependency or delinquency law
  - 2) Child welfare system
  - 3) Family law
  - 4) Mental health
  - 5) Guardianships
- b. Additionally, Applicant should be familiar with services and/or resources in the areas of:
  - 1) Mental health for parents, infants, toddlers, and adolescents
  - 2) Substance abuse
  - 3) Domestic violence
  - 4) Education
  - 5) Job / Vocational training
- c. **Please Note:** Applicants submitting application to this on-going solicitation for indigent attorney services for the assignment to dependency cases hereunder, and **who specify a preference for case assignments representing children shall be required to meet the requirements established by State of Arizona Supreme Court Administrative**

**Order No. 2011-17 and State of Arizona Rules of Procedure for Juvenile Courts, Rule 40.1, and any other standards of representation that may be adopted.**

- A. **CASE CATEGORIES AND EXPERIENCE REQUIREMENTS:** Following are the case assignments to be made directly from the Bench, Assignments may be in Payson or Globe, but the Court will consider geographic preference and establish a degree of consistency with appointments in each locale.
1. **JUVENILE DEPENDENCY:** The Attorney will provide attorney services for the sum of **ONE-THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT and THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF APPOINTMENT.** "Recertification" means that the Attorney is still appointed to the matter one (1) year after the date of original appointment. The Attorney may invoice for Recertification on an annual basis thereafter for the duration of the appointment.
  2. **PROBATE:** The Attorney will provide legal services for appointments as follows:
    - i **FOUR HUNDRED DOLLARS (\$400.00) PER APPOINTMENT** as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case;
    - ii **FIVE HUNDRED DOLLARS (\$500.00) PER APPOINTMENT** as Attorney in a Probate (Guardianship/Conservatorship) case in which inpatient authority is granted (even if not exercised);
  3. **"BEST INTEREST ATTORNEY":** The Attorney will provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**
  4. **GUARDIAN AD LITEM:** The Attorney will provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**

**Under no circumstances may Attorney solicit outside compensation from clients assigned to Attorney under this Agreement for work to be performed by Attorney under this solicitation.**

The Court understands and agrees, however, that Attorney is available and able to represent private clients. In addition, it is understood that the Court neither agrees to use Attorney exclusively nor to guarantee Attorney a specific number of appointments under this solicitation.

- a. **Attendant Case Costs:** Attorney **shall not bill for nor be compensated** for:
  1. Travel time between Attorney's residence, office, or other base of operation and the Court or other work site in Gila County.
  2. Internal administrative costs related to file preparation, billing, opening or closing files, copies, establishing billing files, administrative communications with the Court, or any other similar administrative procedures that do not involve legal skills.

**Ordinary Expenses.** The parties contemplate and agree that ordinary expenses involved in the representation of indigent clients under this Agreement are not reimbursable, but instead are included in the contract prices specified herein. Ordinary expenses include, but are not limited to:

- Office overhead
- Facsimiles
- Postage
- Copying expenses
- Computer and Westlaw/Lexis charges
- Messenger services
- Support staff expenses
- Office supplies
- Mileage, travel and lodging expenses

**Other Expenses:** The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage, at the County rate, for travel exceeding one-hundred (100) miles outside of the Globe and / or Payson municipalities for the purpose of a home visit; costs associated with personal service of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

**Extraordinary Expenses.** Before incurring any extraordinary expenses, Attorney must file an appropriate Motion. An approval of such a request shall specifically set forth the authorized expenditures and monetary limits of such authorization.

- “Extraordinary expenses” include, but are not limited to:
  - o Transcripts
  - o Clothing for an indigent client
  - o Depositions
  - o Lodging - per diem
  - o Witness fees
  - o Subpoena fees
  - o An unusually large number of copies or phone calls.

**C. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the Attorney. At the sole discretion of the Court Administrator or Court, any such non-approved costs which are incurred, may be paid and deducted from amounts otherwise due and owing to the Attorney.**

- a. If billed expenses exceed the Court Order approved amount for the expenditure, the County is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
- b. At the sole discretion of the Court Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor.
- c. When billing for reimbursement, receipts for all expenses must be attached along with any Order approving the expenditure. All expenses must be approved by the Contract Administrator prior to incurring the expense.

**Sample contracts for all of the categories as described under II. B above are attached to this solicitation and applicants are encouraged to review the provisions of, and be familiar with, the specifications prior to applying for a contract award.**

**RESPONSE CERTIFICATION**

\_\_\_\_\_  
(DATE)

Purchasing Services Department

The undersigned certifies that to the best of his or her knowledge: (check one)

- There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one)  **IS** or  **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Qualifications No. 111020 Indigent Legal Attorney Services for Gila County, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(by)

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone number)

## **CONTRACT**

- a. The County reserves the right to award the total proposal, to reject any and all proposals and to waive any informality or technical defects if, in the County's sole judgment, the best interest of the County be so served;
- b. The County reserves the right to request clarification of information from any firm submitting a proposal;
- c. The County reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ;
- d. The Contract resulting from acceptance of a proposal by the County shall be in a form supplied by the County and shall reflect the specifications of this RFQ.
- e. The County reserves the right to reject any proposed agreement that does not conform to the specification contained in this RFQ, and which is not approved by the County Attorney's office;
- f. The County shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ;
- g. Selection criteria of the RFQ will be evaluated on Professional Qualifications and Experience;
- h. All bid documents are public record and subject to disclosure.

## **COST LIABILITY**

The County assumes no responsibility or liability for costs incurred by the respondent prior to the execution of a Professional Services Agreement. The liability of the County is limited to the terms and conditions outlined in this Agreement.

**(SAMPLE) PROFESSIONAL SERVICES CONTRACT NO. xxxxxx  
LEGAL SERVICES**

**I. GENERAL STATEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2021**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF XXXXXX XXXXXX** of the City of XXXXX, County of XXXXX, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2021 TO JUNE 30, 2022**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

**II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **LAW OFFICES OF XXXXXX XXXXXX** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2021 TO JUNE 30, 2022**.

The County shall have the option to renew the contract for up to three (3) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any case assignments that were made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

**C. A.R.S. §38-511:** This agreement is subject to the cancellation provisions of A.R.S. §38-511.

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

- A. JUVENILE DEPENDENCY REPRESENTATION:** The Attorney will provide attorney services for the sum of ONE-THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT and THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF APPOINTMENT. "Recertification" means that the Attorney is still appointed to the matter one (1) year after appointment. The Attorney may invoice for Recertification on an annual basis thereafter for the duration of the appointment.

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

- B. PROBATE REPRESENTATION:** The Attorney will provide legal services for appointments as follows:

- i. **FOUR HUNDRED DOLLARS (\$400.00) PER APPOINTMENT** as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case;

- ii. **FIVE HUNDRED DOLLARS (\$500.00) PER APPOINTMENT as Attorney in a Probate (Guardianship/Conservatorship) case in which inpatient authority is granted (even if not exercised);**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

- b. **“BEST INTEREST ATTORNEY” REPRESENTATION: The Attorney will provide legal services for the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

- c. **GUARDIAN AD LITEM REPRESENTATION: The Attorney will provide legal services for the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage, at the County rate, for travel exceeding one-hundred (100) miles outside of the Globe and / or Payson municipalities for the purpose of a home visit; costs associated with personal service of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.



2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

- A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship/Conservatorship, Delinquency, Mental Health and Public Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time.

Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

- A. **Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. **Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. **Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. **Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted case processing time standards. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent that it does not compromise the Attorney's ability to advocate.

E. **Dependency Cases:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999 and changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments. The Attorney further agrees to abide by all applicable provisions of the Arizona Rules of Procedure for the Juvenile Court.

F. **Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

A. **Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the

court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

#### **B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

#### **C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**E. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**F. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**G. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Videoconferencing:** The Court may utilize videoconferencing for Court hearings. The Attorney is to become familiar with policies and procedures for videoconferencing when it is used.

**H. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one-week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. xxxxxx**

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

APPROVED:

\_\_\_\_\_  
Woody Cline, Chairman of the Board

\_\_\_\_\_  
Law Offices of Xxxxxx xxxxxx

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
The Gila County Attorney's Office

\_\_\_\_\_  
Timothy Wright, Presiding Judge