



JEFFREY R. SINGER
KINGMAN MUNICIPAL COURT
219 NORTH 4TH STREET
KINGMAN, AZ 86401
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January 2, 2023

REQUEST FOR PROPOSAL – INDIGENT DEFENSE COUNSEL

The Kingman Municipal Court is requesting proposals from local licensed attorneys who would like to submit a proposal to represent its indigent defendants. The agreement would be for four (4) years and begin on July 1, 2023, and terminate on June 30, 2027. Attached is information regarding the proposal, a questionnaire to be submitted with any proposals as well as a list of special terms and conditions when the agreement is entered into between the parties.

The Kingman Municipal Courthouse is open 7 am-6 pm Mondays-Thursdays. The typical court calendar involving counsel includes in-custody cases and status hearings on Mondays, specialty court dockets for the Veterans Treatment Court and Domestic Violence Court on Wednesdays and in-custody cases and changes of plea on Thursdays. Any scheduled trials are typically heard on Wednesdays and Thursdays and pre-trial conferences are informally set on Mondays for counsel to report back to the court on how they wish to proceed. On many dockets counsel can appear remotely for court via video or phone.

Any proposals must be submitted back to the Kingman City Clerk's Office, 310 North 4th Street, Kingman, AZ 86401, no later than by 3 p.m. on February 9, 2023. This contract may be awarded to just one law firm or it may be shared between two law firms and/or solo practitioners. The Court believes there may be advantages to sharing the contract as that would eliminate, or at least significantly reduce, the need to appoint conflict counsel in many cases.

Any questions may be submitted by email to jsinger@courts.az.gov. However the proposals themselves must be submitted in writing and presented again by 3 p.m. on February 9, 2023.

Sincerely,
Jeffrey R. Singer,
Kingman City Magistrate

1. BACKGROUND

1.1 The City of Kingman provides indigent legal representation in the Kingman Municipal Court as required by the United States Constitution, the Arizona Constitution and the Rules of Criminal Procedure for the State of Arizona. The City contracts with local attorneys for legal representation to criminal defendants when appointed by a Judge of the Court, representing defendants in their criminal proceedings before the Court.

Attorneys submitting a proposal must be licensed to practice law in the State of Arizona, a member of good standing with the State Bar of Arizona and otherwise professionally qualified to provide the desired services.

2. CONTRACT

2.1 This contract contains the requirements/duties/scope of services that the Attorney will be required to perform under the resultant contract. The contract shall be for four years for services beginning July 1, 2023, and ending June 30, 2027.

3. FEES

3.1 Compensation for attorneys who are awarded contracts shall be listed in said contract. Attorneys shall submit in their proposal the amount they would be requesting to provide said legal representation. The proposals shall also include whether or not they would be willing to share the contract with another law firm or solo practitioner and if they would then be willing to accept one-half of their proposed compensation to represent half of the appointed indigent defendants.

4. SUBMITTAL REQUIREMENTS

4.1 Attorney shall respond to each of the requirements. The response shall be specific and complete in every detail. The attached Questionnaire is required to be completed in full - incomplete Questionnaires may be deemed nonresponsive.

5. MINIMUM QUALIFICATIONS

At a minimum, the contractor must have the following qualifications:

5.1 Must currently be an active member in good standing of the State Bar of Arizona.

5.2 Must have strong working knowledge of substantive criminal law, criminal procedure and rules of evidence.

5.3 Must be able to conduct the defense of clients in a professional, skilled manner consistent with standards set forth in the Arizona Rules of Professional Conduct and case law defining the duties of defense counsel in criminal cases.

5.4 Must have the ability to manage a high volume caseload while maintaining adequate levels of communication and attention to individual clients.

5.5 Must be able to make regularly scheduled court appearances; conduct case evaluation, investigation and preparation including but not limited to witness interviews, legal research, motion preparation, and related work as required; provide qualified and approved substitute counsel when unable to make regularly scheduled court appearances. Occasional unscheduled matters may arise.

5.6 Must be adept in negotiating and recognizing appropriate settlements and plea agreements.

5.7 Must have the ability to analyze, organize and present facts, evidence and arguments in trial.

5.8 Must have the ability to recognize potential conflicts of interest requiring recusal.

5.9 Must have experience as counsel in jury and bench trials.

5.10 Must be experienced or knowledgeable in filing appeals to Superior Court, the Court of Appeals or Supreme Court.

5.11 Must have experience representing defendants in misdemeanor cases.

5.12 Must be willing to represent clients in the Kingman Veterans Treatment Court.

5.13 Must have the capacity to respond to unanticipated situations with professionalism.

5.14 Must maintain an office in Mohave County which is capable of receiving clients, telephone calls and messages during regular business hours. Must have internet and email access and the ability to respond to electronic communications within 24 hours.

If you (or your firm) meet the above minimum qualifications, you are eligible to participate in the selection process.

6. PROPOSAL FORMAT

6.1 All proposals shall be submitted in writing and delivered to the Kingman City Clerk's Office, 310 North 4th Street, Kingman, AZ 86401, and the proposals must be presented no later than by the deadline of **3 p.m. on February 9, 2023.**

7. PROPOSAL OPENING

7.1 Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed exempt from public disclosure based on the need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

8. MULTIPLE AWARDS

8.1 In order to assure that any ensuing contracts will allow the Court to fulfill current and future requirements, the City reserves the right to award contracts to multiple parties. The actual utilization of any contract will be at the sole discretion of the City Magistrate. The fact that the Court may make multiple awards should be taken into consideration by each potential offeror.

9. DISCUSSIONS

9.1 After the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

10. EVALUATION CRITERIA

10.1 Awards shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Court, based upon certain evaluation criteria including: criminal defense experience; jury/bench trial experience; references; community involvement; and other achievements.

11. EVALUATION

11.1 Submittals will be evaluated by the City Magistrate. The City Magistrate may or may not choose to utilize a small panel of individuals familiar with the court system in helping evaluate the proposals as well as to interview or discuss qualifications with proposers. The sole decision on the awarding of the contract(s) is made by the City Magistrate. Letters will be sent out to all Offerors once final decisions have been reached regarding the contract(s).

QUESTIONNAIRE

The offeror may be required to make an oral presentation in response to this RFP.

PLEASE PROVIDE AN ATTACHMENT IN NUMBERED SEQUENCE, IN THE SAME NUMERIC SEQUENCE AS THE QUESTIONS AND SUBMIT YOUR ANSWER IN DETAIL.

Criminal Defense Expense Experience

1. Are you currently licensed to practice law in Arizona? What is your State Bar number and admission date?
2. List your firm and/or partners and associates.
3. List Law Schools attended, with dates and degrees.
4. List colleges attended, with dates and degrees.
5. Have you ever been denied admission to the Bar of any state? If so, please explain.
6. Please list chronologically your law practice and experience, describing the major areas of law in which you have practiced.
7. List all courts in which you have been admitted to the practice of law with dates of admission.
8. List and describe any prior experience representing persons charged with misdemeanor criminal offenses including jury/bench trial experience as well as any appellate work.
9. List any experience you have working with specialty court programs (i.e. Veterans Treatment Courts, Drug Courts, etc.) and what is your position regarding said programs.

References/Community Involvement/Other Achievements

10. List memberships and activities in professional organizations, including offices held.
11. List any professional or civic honors, prizes, awards, or other forms of recognition which you have received.
12. 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.
13. List, describe and provide the dates of any sanctions imposed upon you by any court for violation of any rule or procedure or any other impropriety.
14. List the names and telephone numbers of three persons who are in a position to comment on your qualifications.
15. State any other information you regard as pertinent to this application.

Compensation

16. How much are you asking as compensation if awarded this contract? If you are awarded one-half of the contract are you willing to accept half of the amount that you have requested?

SPECIAL TERMS AND CONDITIONS

1. **SCOPE OF WORK**: Attorney agrees to perform the following professional services:

Attorney shall serve as the City of Kingman's Contract Defense Attorney. The Attorney shall provide the legal defense of persons assigned by the City Magistrate whom have been deemed indigent.

Prepare for and appear at all Court proceedings pertaining to assigned defendants and veterans including, but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appellate proceedings, Veterans Court staffing, Veterans Treatment Court and special actions. Attorney will not be required to be present at arraignments except where defendants request appointment of counsel and qualify for legal defense facilitated by City. Once appointed, Attorney shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction reliefs, until Attorney is relieved from the case by Court.

Provide personal consultation with clients prior to pretrial disposition conferences as required by Order Appointing Counsel. Attorney shall maintain personal contact with all clients until assigned cases are terminated and shall use reasonable diligence in notifying such clients of official Court action resulting from their clients' nonappearance at scheduled court sessions.

Conduct the defense of indigent defendants in conformance with the minimum standards and requirements set forth in State v. Watson, 134 Ariz. 1, 653 P.2d 351 (1982); and in State v. Smith, 140 Ariz. 355, 681 P.2d 1374 (1984); and in State v. Lee, Arizona 142 Ariz. 210, 689 P.2d 153 (1984). In the event that a case involves two or more defendants or Attorney declares a conflict of interest, a Magistrate or Pro Tem may assign one or more defendants to another Attorney.

Pay for interpreters for all out-of-court matters approved by the Court. Municipal Court will provide interpreters for non-English speaking defendants for all in-court and pretrial proceedings held at the Court. Pay all costs incurred in the representation of indigent defendants assigned by Municipal Court pursuant to this agreement including, but not limited to, office space, telephones, transportation, photocopies, office supplies, office overhead, reports, and secretarial services. Obtain Court approval of all expert witnesses and costs.

Give precedence to court settings in Kingman Municipal Court over cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.

2. **OFFICE**: Attorney shall have an office or make arrangements to use office that is located within Mohave County to provide personal consultation with clients when requested and appropriate.

3. **COMPENSATION**: The City shall compensate the Attorney as agreed upon and said agreement shall be memorialized in a contract to be adhered to by all parties.

4. **TERM**: This Agreement shall be effective beginning July 1, 2023, and shall continue through June 30, 2027, subject to the Termination provisions set forth in this Agreement.

5. **CITY'S STANDARD OF PERFORMANCE**: City shall furnish the Attorney with all data, information and other supporting services necessary and reasonable for Attorney to perform the services set forth within this agreement.

6. **ATTORNEY'S STANDARD OF PERFORMANCE**: While performing the services, Attorney shall exercise the reasonable professional care and skill customarily exercised by an attorney licensed to

practice law in Arizona, and in accordance with the rules of professional conduct. Attorney shall be responsible for all errors and omissions Attorney commits in the performance of this Agreement.

7. TERMINATION: This Agreement may be terminated by either party upon sixty (60) calendar days' written notice. If this Agreement is terminated, Attorney shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Attorney shall deliver to successor counsel all work in any state of completion, not including personal attorney work product, at the date of effective termination.

8. INDEPENDENT CONTRACTOR: The relationship created under this agreement between Attorney and City shall be solely that of an independent contractor, and nothing contained herein shall be construed to create a relationship of principal-agent, employer-employee, partnership, joint venture, or any relationship of any kind other than independent contractor.

9. RECORDS: Records of Attorney's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Attorney shall maintain records for a period of at least two (2) years after termination of this Agreement or for such time as is required by applicable ethical rules and/or opinions and shall make such records available during that retention period for examination or audit by City personnel during regular business hours. City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Attorney.

10. INSURANCE: The Attorney agrees to:

A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement and until all work or services required to be performed under the terms of the Agreement is satisfactorily completed and accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

B. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to expiration, cancellation, or any material change to requirements herein.

C. The Attorney agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

D. Provide and maintain minimum insurance limits as applicable: Professional Liability Insurance (Errors and Omissions) - \$1,000,000 single limit; \$2,000,000 aggregate (Minimum).

E. Attorney will present to the City written evidence (Certifications of Insurance and endorsement) of compliance with Items A, B, C and D above that is to the City Attorney's satisfaction.

F. City shall not be obligated, however, to review or to advise Attorney of any deficiencies in such policies and endorsements, and such receipt shall not relieve Attorney from, or be deemed a waiver of, City's right to insist on strict fulfillment of Attorney's obligations under this Agreement.

G. Failure to comply with claim reporting provisions of the insurance policies or a breach of an insurance policy warranty will not affect coverage afforded under insurance policies to protect City.

11. RIGHT TO CONTRACT WITH OTHERS: The City is not obligated to obtain the services described herein with only this particular Attorney, nor does this agreement prohibit the Attorney from providing services outside this agreement as long as it does not conflict with terms of the agreement.

12. UNCONTROLLABLE FORCES: City and Attorney shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond

its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God, terrorists, pandemic disease, or declared public enemies, or other events beyond the control of the other or the other's employees and agents.

13. INDEMNIFICATION: To the fullest extent permitted by law, Attorney shall defend, indemnify and hold harmless City, its agents, officers, officials and employees from and against all tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Attorney, its agents or employees. Attorney's duty to defend, hold harmless and indemnify City, its agents, officers, officials and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Attorney's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Attorney, or any other person for whose acts, errors, mistakes, omissions, work or services the Attorney may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

14. WAIVER OF TERMS AND CONDITIONS: The failure of City or Attorney to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

15. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in Mohave County, State of Arizona. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

16. LICENSE: Attorney represents and warrants that any license necessary to perform the work under this Agreement is current and valid; such license includes but is not limited to an Arizona license to practice law and a City of Kingman business/privilege license.

17. MISCELLANEOUS: All agreements shall be interpreted to avoid questions of unethical conduct by Attorney or City.

Attorney shall not collect or receive any payment or remuneration from defendants assigned to Attorney under this Agreement for services provided on the assigned cases.

Attorney shall maintain current case logs and disposition records.

Attorney shall not discriminate against any employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin.

Attorney shall permit the authorized representatives of City to inspect and audit records of Attorney relating to his/her performance under this contract within the confines of confidentiality.

18. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

19. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

20. IMMIGRATION LAW COMPLIANCE WARRANTY: Immigration: Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Company that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the Company.

The Company retains the legal right to inspect the papers of any Contractor or Subcontractor’s employee who works on this Agreement to ensure that Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Company may, at its sole discretion, conduct random verification of the employment records of Contractor and any of Subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the Company in regard to any such inspections. Contractor and its Subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Company. The Contractor and its Subcontractors shall cooperate with the Company’s random inspections including granting the Company entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

21. BOYCOTT: Contractor certifies that it is not currently engaged in, and agrees for the durations of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.01.