

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **CT 22-055**

Solicitation Title: **Public Defender Contracted Services**

Release Date: **June 15, 2022**

Advertisement Dates: **June 15, and June 22, 2022 – SW Valley Republic
June 16, 2022 – Arizona Republic
June 29, 2022**

NON-MANDATORY
Pre-Submittal Conference: **11:00 a. m. (local time, Phoenix, Arizona)
Teleconference Call-in Instructions:** Please see conference Meeting Details at <https://vendorregistry.com/>

Final Date for Inquiries: **July 5, 2022, All inquiries must be submitted through the Vendor Registry website: <https://vendorregistry.com/>.**

Proposal Due Date and Time: **July 13, 2022
5:00 p.m. (local time, Phoenix, Arizona)
Vendor Proposals must be submitted through Vendor Registry, only. Vendors must view or download all attached forms prior to submitting Proposals. Website address: <https://vendorregistry.com/>**

Shortlist Announced for Oral Interviews: **July 19, 2022**

Oral Interviews (if necessary): **July 26, 2022**

Anticipated Agreement Start Date: **August 01, 2022**

RFP Administrator: **Loretta Browning lbrowning@avondaleaz.gov
623-333-2029**

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule, as necessary.

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed individuals (“Vendors”) interested in providing professional public defender services who shall represent assigned defendants at all Court proceedings, including, but not limited to pretrial disposition conferences, motions, evidentiary hearings, calendar calls, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous court dockets, oral arguments, orders to show cause, appeals, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases, as described in the Scope of Work attached to the sample Legal Services Agreement as Exhibit B, and incorporated herein by reference. The City wishes to award one or multiple contracts through this selection process. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.1.1 Minimum qualifications.

1.1.1.1 Must currently be an active member of the State Bar of Arizona and be in “Good Standing”

1.1.1.2 One to three years of experience in trial or public practice of law preferably in criminal defense or related field,

1.1.1.3 B.A. or B.S. with L.L.B. or J.D. degree, or any equivalent combination of experience, education, and training that provides the desired knowledge, skills, and abilities to perform the above functions.

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

1.1.1.5 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.

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

1.1.1.7 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.

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

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

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

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- 1.1.1.11 Must have experience as counsel in jury and bench trials.
- 1.1.1.12 Must be experienced or knowledgeable in filing appeals to the Superior Court, the Court of Appeals or Supreme Court.
- 1.1.1.13 Must have experience representing defendants charged with DUI and domestic violence-related offenses.
- 1.1.1.14 Must have the capacity to respond to unanticipated situations with professionalism.
- 1.1.1.15 Must maintain an office in Maricopa 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 24hrs.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one PDF copy** of the Proposal as an attachment to the City’s Vendor Registry website. Failure to adhere to the submittal criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes, and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents, and

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tabs may be used and shall not be included in the page count unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial, or Times New Roman**. Failure to adhere to the page limit, size, and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

(1) Cover letter signed by a person authorized to bind the Vendor. Proposals submitted without a cover letter signed by a person authorized to bind the Vendor may be determined non-responsive.

(2) Vendor Information Form, signed.

(3) References.

(4) Project Schedule, if required.

(5) Resumes, Licenses, and Certifications (if required).

(6) Fee Schedule, (1)) one copy, as described in Part I, Subsection 1.2(B) (Submittal Quantities) and include with the Vendor's Proposal, signed by the representative of the Vendor who is authorized to make such an offer. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Legal Services Agreement in Exhibit B. A Fee Schedule is attached to the Legal Services Agreement as Exhibit C.

(7) Acknowledgment page, signed, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Online Submittals Only. All Proposals must be submitted electronically at the following website address: <https://vendorregistry.com/> and shall be attached to the corresponding solicitation project and clearly marked with the RFP number and title, (CT 22-055) "**Public Defender Contracted Services**". The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be submitted electronically at the following website address: <https://vendorregistry.com/>. Proposals must be received by the Proposal Due

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Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail), or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended, or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, at the website address: <https://vendorregistry.com/> by the date indicated on the cover page of this RFP. Any questions or clarification correspondence related to the RFP shall refer to the title and number, page, and paragraph. Any Contractor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator through Vendor Registry at the website address: <https://vendorregistry.com/>. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondalez.gov/procurement> and website address: <https://vendorregistry.com/> The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

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C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at <https://www.avondaleaz.gov/procurement> and website address: <https://vendorregistry.com/>.

1.6 Payment Requirements; Payment Discounts. Compensation for Attorneys who are awarded a contract is set forth in the Exhibit C. Fee Schedule. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on price sheet ("Fee Schedule").

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

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1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a City employee, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Legal Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Legal Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this

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RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Legal Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in this RFP and the Vendor's responsive Proposal unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Legal Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Legal Services Agreement is included herein.

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PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format outlined below. Failure to conform to the designated format, standards, and minimum requirements (3) Provide clear written statements or answers to all items included in Exhibit A. Attorney Application form, shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. The points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts. Provide clear written statements or answers to all items included Exhibit A. Attorney Application, item A. General Information (2) through (6.)

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number, and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). Provide the name, address, and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, signed (may be attached as a separate appendix).

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B. Experience and Qualifications of the Vendor - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Attorney Application, item B. Experience and Qualifications (1) and (2).

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to Public Defender Contracted Services in the following categories

- (a) Criminal Defense Expense Experience
- (b) Jury/Bench Trial Experience
- (c) DUI Defense Experience
- (d) Community Involvement/Other Achievements

(2) Vendor should demonstrate successful completion of at least three similar Scope of Services ("projects") within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and "similar projects" that resemble this project in size, nature, and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number, and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. The inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Attorney Application, item C. Key Positions, (1) through (5)

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

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(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Attorney Application, item D. Project Approach, (1) and (2).

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Legal Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience with serving as;

- (a) Appointed Counsel,
- (b) Advisory Counsel or both,
- (c) Appointed Counsel and Advisory Counsel

(2) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach, and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

E. Project Schedule - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Attorney Application, item D. Project Schedule, (1) through (4). Include additional dates, if needed.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must be fully completed within 60 days after the Notice of Intent to Award has been issued by City. Assumptions used in developing the schedule shall be identified and at a minimum, the proposed schedule shall include the following dates:

- (1) Agreement Award Date: On or before August 01, 2022
- (2) Agreement Start Date: August 01, 2022 (or shortly thereafter)
- (3) Implementation Start Date
- (4) What other public contracts have you held, or will you seek in FY 2023/2024?

F. Pricing – Fee Schedule- 10 pts.

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Vendor shall submit a completed Fee Schedule as described in Part I, Subsection 1.2(C)(6) with the Vendor’s Proposal signed by the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Legal Services Agreement.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview	
20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 200

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Legal Services Agreement’s terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check the appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

SAMPLE--PROFESSIONAL LEGAL
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[Public Defender]

THIS PUBLIC DEFENDER SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2022, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Attorney").

RECITALS

A. The City issued a Request for Proposals, **CT 22-055--"PUBLIC DEFENDER CONTRACTED SERVICES"** (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for public defender services (the "Services").

B. The Attorney responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an agreement with the Attorney for the Services.

C. The City desires to engage private legal counsel to provide competent representation to and advocate for the position of indigent defendants in the Avondale Municipal Court (the "Court").

D. Attorney, who is duly licensed to practice law in the State of Arizona, is willing to provide such representation upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and conditions set forth herein, the City and Attorney hereby agree as follows:

1. Term; termination. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated as set forth in this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice of termination shall be given as set forth in subsection 4(c) below. In the event Attorney fails to provide representation consistent with the standards set forth in this Agreement, Attorney shall be deemed to be in breach of this Agreement and the City may, at its sole discretion, immediately terminate this Agreement.

2. Attorney's Obligations.

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a. Attorney shall represent all qualified defendants assigned to him or her by Order of the Court in accordance with the provisions of this Agreement.

b. Attorney shall represent assigned defendants at all Court proceedings, including, but not limited to: pretrial disposition conferences, motions, evidentiary hearings, calendar calls, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous Court dockets, oral arguments, orders to show cause, appeals, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases.

c. Attorney shall provide personal consultation with clients prior to pretrial disposition conferences and trials whenever practicable. Attorney shall use reasonable diligence to maintain communication with each defendant until the defendant's cases are terminated and shall use reasonable diligence in notifying defendants of official Court action resulting from defendant's failure to appear at scheduled Court sessions.

d. Attorney shall conduct the defense of his or her 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. These standards include compliance with the caseload requirements as set forth by the Arizona Supreme Court in *State v. (Joe U.) Smith*, 140 Ariz. 355, 681 P.2d 1374 (1984) and in compliance with such other subsequent cases pertaining to the standards for competent representation of their assigned clients. Attorney agrees to maintain a private and contractual caseload consistent with the stated ethical duties and contractual requirement of providing adequate and competent representation set forth in this Agreement. Attorney's services shall be in conformance with the Arizona Rules of Criminal Procedure as adopted and Amended by the Arizona Supreme Court.

e. If Attorney becomes aware of a material change in financial circumstances for any assigned client, Attorney may notify the court of such material change. In the event the Court makes a determination of nonindigency of such defendant, Attorney shall file a notice to withdrawal as counsel of record. If the Court allows Attorney to withdraw, Attorney agrees that he or she will not represent that defendant in that case for a fee. Attorney agrees not to accept an appointment to a case where he or she privately represented the same client in the same case. Attorney shall not serve as a municipal prosecutor in any other municipal court in Maricopa County.

f. The parties contemplate that some of the services required to be provided by the terms of this Agreement may be performed by other lawyers duly licensed to practice law in the State of Arizona, who are members of the same firm or employees of the same firm as Attorney. All lawyers providing services in the performance of this Agreement shall be identified and submitted for approval of the Presiding Municipal Judge of the Avondale City Court. Approval of the employment of such lawyers shall not be arbitrarily or unreasonably withheld or withdrawn. Attorney agrees to provide substitute representation before the Court or make suitable arrangements with the Court when Attorney is unable to appear at any Court session for any reason. Substitute counsel shall not be used routinely, and in any event, no more often than in

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approximately thirty percent (30%) of all Court appearances in cases assigned to Attorney. The name(s) and contact number(s) of the responsible substitute attorney shall be on file with the Court at all times during the term of this Agreement. Substitute counsel shall not conduct any jury trial unless, pursuant to Rule 6.3, Arizona Rules Criminal Procedure, a motion for substitution of Attorney is granted by the Court.

g. Attorney shall attend at least six (6) hours of continuing legal education per year related to the defense of persons criminally accused and shall submit proof of attendance at such seminar(s) or study sessions(s) to the Court Administrator prior to June 30 of each year this Agreement is in effect.

h. Attorney shall be responsible for normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement, including but not limited to: office space, telephones, transportation, parking, office supplies, office overhead, legal library, secretarial services, photocopies, printing, binding, telephone calls, Internet access and email service.

i. Attorney must at all times remain an active member in good standing of the State Bar of Arizona. Attorney must immediately inform the City Judge of any changes in Attorney's membership status. Failure to maintain membership status and/or failure to promptly apprise the City Judge of changes in status shall result in immediate termination of this Agreement.

j. It is understood by Attorney that the duty to represent an assigned indigent defendant continues until the case is closed by dismissal, acquittal, or execution of sentence, except that Attorney will be required to continue to represent defendant in any restitution or other post-sentencing hearing, including modifications of sentence and probation revocation proceedings.

k. Attorney at all times shall maintain an insurance policy covering errors and omissions or other legal malpractice insurance, the minimum policy coverage limits shall be \$100,000/300,000. Attorney shall provide a copy of a current declarations page of said policy to the Court Administrator within ten days of execution of this Agreement.

l. Attorney understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). Attorney agrees to (i) comply with the IRCA in performing the duties set forth in this Agreement and (ii) permit the City to verify such compliance.

m. Attorney further agrees that this Agreement contemplates personal services and that Attorney will not enter into subcontracts, job-consultant agreements or subleases of this Agreement.

n. Attorney shall immediately advise Court upon becoming aware of a conflict of interest that would impact the representation of any qualified defendant under this Agreement.

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o. Payments. The City shall pay the Attorney based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Attorney shall provide a billing statement to the City's Finance Department indicating the client and services provided. If additional compensation has been ordered, Attorney shall include a copy of the court's order providing for such additional compensation.

3. City's Obligations. The City shall pay Attorney \$150.00 per case file. Upon prior approval of the City Judge, Attorney may be paid additional compensation at the rate of \$40.00 per hour for extraordinary cases that, because of the complexity of facts, legal issues or proceedings, create excessive additional work for Attorney; provided, however, that the filing of an appeal or a complaint for Special Action shall not, by itself, support a decision to approve additional compensation.

4. General Provisions.

a. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, or relationship, partnership or formal business organization of any kind, and the rights, obligations, and relationship of the parties shall be that of agency and independent contractor. The parties agree that neither Attorney nor any person supplied by Attorney in the performance of its obligations under this Agreement are City employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. Attorney shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons; and shall save and hold the City harmless with respect thereto.

b. Attorney as used in this Agreement may include a law firm duly incorporated under the laws of this state and which each member of the firm who may practice under this agreement meets the qualifications for Attorney as provided in this Agreement.

c. The parties acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of ARIZ. REV. STAT. § 38-511.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the

SECTION B

Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Attorney's performance. The Attorney shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Attorney shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Attorney. The City has no obligation to provide Attorney, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Attorney.

10. Performance Warranty. Attorney warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Attorney shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Attorney, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Attorney, Attorney shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best,

SECTION B

Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Attorney. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Attorney from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City unless specified otherwise in this Agreement.

E. Primary Insurance. Attorney's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Attorney. Attorney shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Attorney shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Attorney shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Attorney. Attorney shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Attorney will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Attorney's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Attorney's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

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(c) Excess Liability – Follow Form to underlying insurance.

(2) Attorney’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by Attorney under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted. Certificate forms other than the ACORD form shall have similar restrictive language deleted.

K. Endorsements. Attorney shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Attorney shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Attorney shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Attorney’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Attorney’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code

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“1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Attorney engages in any professional services or work in any way related to performing the work under this Agreement, the Attorney shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Attorney, or anyone employed by the Attorney, or anyone for whose negligent acts, mistakes, errors, and omissions the Attorney is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Attorney employs anyone who is required by law to be covered by workers’ compensation insurance, Attorney shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Attorney’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days prior written notice to the City.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Attorney of written notice by the City. Upon termination for convenience, Attorney shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure

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of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Attorney for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days written notice to Attorney in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Attorney for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Attorney to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Attorney, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Attorney or any agent or representative of the Attorney to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Attorney an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Attorney informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Attorney hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

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14.1 Independent Contractor (“Attorney”). It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Attorney acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Attorney, its employees, and subcontractors are not entitled to workers’ compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Attorney, its employees, or subcontractors. The Attorney, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Attorney meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Attorney is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Attorney do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Attorney shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Attorney is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Attorney.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements

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have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Attorney without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Attorney in violation of this provision shall be a breach of this Agreement by Attorney.

14.9 Subcontracts. No subcontract shall be entered into by the Attorney with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Attorney is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Attorney.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Attorney from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Attorney Employee Background Screening. Attorney Employees and subcontractors (collectively "Attorney Employee") shall be subject to background and security checks and screening (collectively "Background Screening") at the Attorney's sole cost and expense as outlined in this Section. The Background Screening provided by the Attorney shall comply with all applicable laws, rules, and regulations.

14.13.1. Background Screening Requirements and Criteria.
Because of the varied types of services performed, the City has established three

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levels of risk and associated background screening.

14.13.1.1 Minimum Risk and Background Screening (“Minimum Risk”): A Minimum Risk Background Screening shall be performed when the Contract Employee: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) will not have direct access to City facilities, but is escorted by City staff. The Background Screening for Minimum Risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and follow to verify legal Arizona worker status.

14.13.1.2 Standard Risk and Background Screening (“Standard Risk”): A Standard Risk Background Screening shall be performed when the Contract Employee’s work assignment will: (i) require a badge or, (ii) key for access to City facilities or; (iii) allow any access to sensitive, confidential records, personal identifying information or restricted.

14.13.1.3 Maximum Risk and Background Screening (“Maximum Risk”): A Maximum Risk Background Screening shall be performed when the Contract Employee’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or other critical infrastructure sites/facilities. The Background Screening for Maximum Risk shall consist of the following: (i) the screening required by Arizona Revised Statutes § 41-4401 to verify legal Arizona worker status (E-verify and verification of employment eligibility); and (ii) a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Employee has lived at any time in the preceding seven (7) years from the Contract Employee’s proposed date of hire; and a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Employee’s proposed date of hire.

14.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Attorney any amounts Attorney owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Attorney any amounts Attorney owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

14.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Cherlene Penilla, Acting City Manager

With copies to: Presiding Municipal Judge
Avondale Municipal Court
11465 West Civic Center Drive
Avondale, AZ 85323

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney
Attn: Procurement Office

If to Attorney: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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14.16 Confidentiality of Records. The Attorney shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Attorney's duties under this Agreement. Persons requesting such information should be referred to the City. Attorney also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Attorney as needed for the performance of duties under this Agreement.

14.17 Records and Audit Rights. To ensure that the Attorney and its subcontractors are complying with the warranty under subsection 14.18 below, Attorney's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Attorney and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Attorney's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Attorney's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Attorney and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Attorney pursuant to this Agreement. Attorney and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Attorney or its subcontractors reasonable advance notice of intended audits. Attorney shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Attorney and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Attorney's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.19 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Attorney certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

SECTION B

14.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP, and the Attorney’s Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Attorney. Attorney may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Attorney. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

SECTION B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Attorney”

a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Attorney's Application Proposal Form]

See the following pages.

ATTORNEY APPLICATION- PROPOSAL
RFP CT 22-055

A. General Information: 10 pts.

(1) One-Page Cover Letter:

One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).		
<input type="checkbox"/> Yes, a One-page cover letter has been attached.		
Individual Completing providing this information on the Company's behalf.		
Name:	Phone Number:	Email:

(2) Vendor Identification Information:

Company Name:		
Arizona Corporation Commission Entity #:	Arizona Sales Tax Number:	
Company Principal Office Address:		
Legal Form of Company:		
City:	State:	Zip Code:
Years in business:	Number of Employees	

(3) Principal of Company:

Name:	Title:	
Phone Number:	Email:	
Company Address:		
City:	State:	Zip Code:

(4) General Description:

General Description of the organization:
Number of Years in Business:

(5) Contracts Terminated:

Identify any contract or subcontract terminated within the last 5 years.

Briefly describe the circumstances and the outcome.:

(6) Contracts Litigation or Arbitration History:

Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years.
Briefly describe the circumstances and the outcome.

B. Experience and Qualifications of the Vendor:- 20 pts.

(1)

Provide a detailed description of the Vendor’s experience in providing similar services to municipalities or other entities of a similar size to the City relating experience with respect to Public Defender Contracted Services in the following categories
(a) Criminal Defense Expense Experience
Are you currently licensed to practice law in Arizona? What is your State Bar number and admission date?
List your firm and/or partners and associates
List Law Schools attended, with dates and degrees.
List colleges attended, with dates and degrees.
Have you ever been denied admission to the Bar of any state? If so, please explain

Please list chronologically your law practice and experience, describing the major areas of law in which you have practiced.
List all courts in which you have been admitted to the practice of law with dates of admission.
List and describe any prior experience representing persons charged with misdemeanor criminal offenses. Be specific as to the type of cases, the courts in which the actions took place, and the average number of cases handled per month.
Jail Court Experience: Do you have any experience representing in-custody defendants (“Jail Court Defendants”) and defendants as Advisory Counsel during the arraignment process? If so, please describe:
(b) Jury/Bench Trial Experience
How many jury trials have you completed?
How many trials to the court have you completed?
(c) DUI Defense Experience
Describe the extent of your experience representing defendants charged with DUI.
(d) Community Involvement/Other Achievements
List any languages you speak and write, other than English, and describe in full your fluency level for each (Note that Spanish fluency is highly rated for Advisory Counsel contracts).
List memberships and activities in professional organizations, including offices held.
List any professional or civic honors, prizes, awards, or other forms of recognition which you have received.

How many appeals have you written and argued?
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 dates of any sanctions imposed upon you by any court for violation of any rule or procedure or any other impropriety.
List and describe any litigation concerning your practice of law in which you were or are a party?
Have you published any legal or non-legal books or articles? If so, please list, giving citations and dates.
List the names and telephone numbers of three persons who are in a position to comment on your qualifications (Include, and identify as such, at least one professional adversary from the past year).
State any other information you regard as pertinent to this application.

C. Key Positions: _____ 20 pts.

- (1) Identify each key personnel member that will render services to the City, including the project manager and project staff.**
- (2) Describe Roles and Responsibilities**
- (3) Include any subcontractors**
- (4) Attach resumés**

Key Member 1.	Job Title:	Years of Experience:
Roles/ Responsibilities:		
<input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Separate Appendix)		

Key Member 2.	Job Title:	Years of Experience:
Roles/ Responsibilities:		
<input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Separate Appendix)		

D. Project Approach: -20 pts.

<p>(1) Please provide a statement, to describe your method and approach on Contract Management including your perspective and experience with serving as</p> <p>(a) Appointed Counsel</p> <p>(b) Advisory Counsel or both;</p> <p>(c) Appointed Counsel and Advisory Counsel</p>

E. Project Schedule: 20 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor’s ability to meet the designated milestones as listed below and the capacity to take on the work.

(1) Agreement Award Date: On or before: August 01, 2022
(2) Agreement Start Date: August 01, 2022 (or shortly thereafter)
(3) Implementation Start Date
(4) What other public contracts have you held, or will you seek in FY 2023/2024?

F. Signed W-9 Form:

<input type="checkbox"/> Yes, a copy of the signed W-9 form has been attached.
--

G. Proof of Liability Insurance:

<input type="checkbox"/> Acknowledged. Vendor understands that upon award of Agreement, Vendor will provide proof of Certificate of Insurance and page of endorsement. Insurance coverage must be in compliance with City of Avondale insurance requirements listed in the most recent Standard Terms and Conditions on

City's website as referenced herein. <https://www.avondaleaz.gov/government/departments/finance-budget/standard-terms>

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EXHIBIT B
TO
LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See the following page(s).

SCOPE OF WORK

Public Defender Contracted Services PR 22-055

1. **Introduction.** The City of Avondale, Avondale City Court (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Attorneys”) interested in providing professional public defender services consisting of any combination who shall represent assigned defendants at all Avondale City Court (hereinafter as “City Court” or “Court”) proceedings, including, but not limited to pretrial disposition conferences, motions, evidentiary hearings, calendar calls, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous Court dockets, oral arguments, orders to show cause, appeals, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases, as described in this Scope of Work.
2. **Background Information.** The City Court is a part of the Arizona State Court System and operates under the authority of the Arizona Supreme Court. It is a court of limited jurisdiction which means the City Court hears only the following types of cases: (i) Civil Traffic Tickets, (ii) Criminal Misdemeanors, (iii) Orders of Protection, (iv) Injunctions against Harassment (v) Cases Involving City’s Property Maintenance Code, Sanitation or Fire Code, and (vi) Parking Tickets.

The City Court, is located at 11325 W. Civic Center Drive, Avondale, AZ 85323. The Court business hours are Monday through Thursday from 7:00 AM to 6:00 PM and is closed on Fridays and all Legal Holidays.

3. **Attorney Requirements.**
 - 3.1 Attorney shall provide legal representation or legal advice to Defendants pursuant to the terms of the contract.
 - 3.2 Attorney shall appear personally for defendants whom they represent in all matters set in Court, including but not limited to: pretrial dispositions; motions; evidentiary hearings; oral arguments; calendar calls; trials; sentencing; status conferences; revocation of probation proceedings; appeals and special actions unless the personal appearance by Attorney is excused by the Judge or Judge pro-tem before whom the matter is to be heard or decided. Attorney is not required to appear for bond forfeiture hearings and/or order to show cause hearings. Attorney shall use reasonable diligence in maintaining personal contact with each Defendant until the attorney is discharged from the case and shall use reasonable diligence in notifying Defendant of official court action.
 - 3.3 Attorney shall conduct the defense of his or her 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.

3.4 Attorney shall maintain an office that is located in Maricopa County and which is capable of receiving clients and telephone calls and taking messages during regular business hours.

3.5 Attorney shall at all times remain an active member in good standing of the State Bar of Arizona. Attorney must immediately inform the Presiding Judge and Purchasing Manager of any changes in Attorney's active membership status.

3.6 Attorney shall maintain current case logs, disposition records, time sheets and provide written reports containing sufficient and pertinent information requested and required by the City for the purpose of audit and evaluation.

3.7 Attorney shall provide for substitution of counsel when Attorney is unable for any reason to appear in court. Substitute counsel shall not be used routinely in cases assigned to Attorney. Attorney shall provide name, address, telephone and bar number of substitute counsel who will be responsible to the same effect and extent as Attorney for the performance of the services required. Attorney shall be responsible for compensation to substitute counsel. Substitute counsel must have Spanish language fluency if substituting for a bilingual attorney.

3.8 Representation: Legal representation to Defendants when appointed to do so by

3.8.1 Judge or Judge pro-tem of the Court;

3.8.2 Advise all defendants at initial arraignment, in-custody defendants ("Jail Court Defendants") and defendants in released status as Advisory Counsel during the arraignment process.

3.8.3 If Attorney is appointed to represent a Defendant who has more than one Court case pending, Attorney shall be credited with one appointment for each additional Court case associated with each Defendant.

3.8.4 Attorney agrees that he will not accept representation of clients, other than Defendants represented pursuant to this agreement, to the extent that such representation would increase his caseload beyond the guidelines set for the in State of Arizona v. Smith, 140 Arizona 355, 681 P.2d 1374 (1984). On cases that Attorney views as unusually complicated, Attorney may make written requests to the Presiding Judge, requesting said case to be counted as more than one case toward Attorney's 150 caseload limit. Final determination shall be made by the Presiding Judge. At no time shall Attorney's private practice caseload reach such a level, during his service as Public Defender, so as to jeopardize Attorney's ability under State v. Smith to complete the 150 court cases specified in this agreement.

3.8.5 Under the guidelines of State v. Smith, Attorneys' caseload may be reviewed at the discretion of the Presiding Judge during the course of the contract to evaluate the number and complexity of cases assigned during the quarter, the amount of time present on those cases and Attorney's professional competency to handle caseload assigned. (also, see paragraph 3.6)

3.9 Attorney shall pay all costs and expense incurred in the representation of Defendants, except as otherwise expressly provided in this agreement. Costs for which the Attorney is responsible include, but are not limited to: office rent, expenses related to the maintenance and operation of an office, transportation, photographs, photocopies,

secretarial services, law clerks, transcripts (other than appeal transcripts), depositions and preparation of reports required by the Agreement.

3.10 The court shall, at its own expense, provide and pay for interpreters for in-court matters, and appellate transcripts when a Defendant is ruled by a judge to be indigent.

3.11 The court may also pay reasonable compensation or other necessary support services, subject to prior motion and approval, when a finding is made by a Judge or Judge pro-tem of the court that such services are indispensable to the interests of justice. Prior approval of the Court is necessary in the following instances, the listing of which is non-exclusive: expert witnesses, investigators, and out-of-court interpreters.

3.12 The Attorney acknowledges and agrees that this Agreement to accept court appointments and provide legal services to Defendants is non-exclusive and the City may enter into other similar agreements with other private attorneys as may be deemed reasonably necessary to provide legal services to criminal defendants.

3.13 It is understood by Attorney that the duty to represent an assigned Defendant continues until the case is terminated by dismissal, acquittal, or completion of sentence except that Attorney will be required to continue to represent Defendant for any restitution or other hearing set at the time of sentencing. Attorney further understand that some cases will not so terminate until after the expiration date of this Agreement or termination of contract, and that Attorney is obligated to provide continued representation to assigned defendants until their cases are terminated as described in this paragraph.

3.14 If Attorney becomes aware of a material change in financial circumstances for any assigned defendant, it is Attorney's responsibility to notify the Court. If Attorney requests a re-determination of the indigence of any defendant Attorney represents and, if the Judge makes a determination of non-indigence of such defendant and allows Attorney to withdraw, Attorney agrees he or she will not represent that defendant in that case for a fee. Attorney acknowledges that it is Attorney's responsibility to bring such instances of non-indigence promptly to the attention of the Court.

3.15 In the event a case involves two or more defendants, the City may assign a case to Attorney to avoid conflict of interest even though the case was originally assigned to other counsel.

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EXHIBIT C
TO
LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Schedule]

See the following page(s).

**PUBLIC DEFENDER CONTRACTED SERVICES
FEE SCHEDULE**

Attorneys award contracts as Appointed counsel and/or Advisory Counsel will be compensated according to the Public Defender Fee Schedule included herein.

Category	Description	\$ Amount
1. Appointed Counsel.	Compensation for work performed for legal representation to Defendants when appointed to do so by a Judge or Judge pro-tem of the Court.	\$150.00 per case/per attorney.
2. Advisory Counsel.	Compensation for work performed as Advisory Counsel for all defendants at initial arraignment, for in-custody defendants (“Jail Court Defendants”), and defendants in released status.	\$400.00 per ½ day session; (This work shall not be considered as part of the annual cases above.)
3. Interpreters and Appellate Transcript Costs and Additional Services	Court pays interpreters and appellate transcript costs and with written approval for services such as expert witnesses, investigators, out-of-court interpreters, and blood samples.	\$ at Cost
4. Additional Compensation for Extraordinary Cases (Complex, excessing additional work.)	Upon prior written approval of the Presiding Judge or designee, the Attorney shall be paid additional legal fee compensation, due to the complexity of facts, legal issues, or proceedings, that create excessive additional work for the Attorney. The filing of an appeal or complaint for Special Action shall not, by itself, support a decision to approve additional fee compensation.	\$40.00 per hour

All quotations for additional services not covered under this Agreement shall be provided to the City at no additional expense unless Attorney notes fees in the Fee Schedule.

Company Name: _____

Authorized Signature: _____

Title: _____ Date: _____

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