

REQUEST FOR QUALIFICATIONS 2020-2021
Indigent Defense Legal Services Contract

A. Introduction

The City of Williams, Arizona is soliciting qualifications for licensed private practitioners to enter into a contract to provide indigent defense legal services on an independent-contractor basis (the “Independent Contractor”).

B. Scope of Services

The Independent Contractor will represent indigent clients in misdemeanor cases in Williams Municipal Court. The Independent Contractor’s representation will begin with the date of assignment and continue until all necessary legal action has been taken in the trial court to dispose of the matter. Such assignment will survive the expiration of the Contract, and may include, if applicable, the filing of a notice of appeal.

During the term of the Contract, the Independent Contractor must comply with the Arizona Rules of Professional Conduct, state and local court rules, and the written administrative and procedural policies established by the Williams Municipal Court. The Independent Contractor will meet all continuing legal education requirements as set forth by the State Bar of Arizona.

C. Compensation

The contract is a flat fee of Two Thousand Five Hundred Dollars (\$2,500.00) per month based upon submittal of invoices to the City. There is no guaranteed minimum or maximum number of cases to be assigned in a month or a year, but the position will be the main public defender for the Williams Municipal Court. The fee paid will cover all pre-trial, trial, and probation violation work for each case assigned. The monthly fee does not include post-trial matters such as appeals, post-conviction relief, and special actions. If the contract is renewed, City may agree to increases in the fee.

D. Term

The contract will commence as soon as possible within 30 days of appointment and terminate on June 30, 2021, but may be renewed for four (4) one-year terms thereafter.

E. Insurance

During the term of the Contract and any extensions thereto, the Independent Contractor will provide and maintain appropriate insurance acceptable to City.

1. Insurance Coverage. In no event will the total coverage be less than the minimum insurance coverage specified below:

- a. Commercial General Liability. The Independent Contractor must carry Commercial General Liability Insurance, occurrence version, in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, and personal or advertising injury, and shall include the following;

General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- b. Automobile Liability. The Independent Contractor must carry Automobile Liability Insurance, with statutory Arizona limits, that covers either “any auto” or “scheduled, owned, hired, and or non-owned vehicles.” Such insurance shall include coverage for loading and unloading hazards.
 - c. Workers’ Compensation. The Independent Contractor must provide a certificate of insurance for workers’ compensation coverage or a sole proprietor waiver if the Independent Contractor does not have employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for City.
 - d. Professional Liability. The Independent Contractor must carry Professional Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims-made coverage) the same as the effective date of the Contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.
2. Additional Insureds. The Independent Contractor will name City, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, and personal and advertising injury, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by City, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. City reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
 3. Expiration of an Insurance Policy. If a policy expires during the life of the Contract, a renewal certificate must be sent to City fifteen (15) days prior to the expiration date.

4. Certificates of Insurance. Upon execution of the Contract by the Independent Contractor, the Independent Contractor will furnish City with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance as well as provide proof thereof to City within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which City may immediately terminate the Agreement.
5. Workers' Compensation and Unemployment Insurance. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, must be provided within ten (10) days of signing the Contract. The insurer must agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for City.

F. Submittal Requirements

If you are interested in submitting your qualifications, please submit a signed letter of intent to the Williams City Clerk, along with any other information regarding the qualifications and experience of the firm and/or individual(s) that you wish City to consider. The letter of intent and other information must be submitted to the City Clerk at the address given below. The deadline for applications will be no later than 5:00 pm **September 14, 2020**.

The review of the submitted proposals and subsequent award will be based on the qualifications and experience of the applicants. Preference will be given to counsel who have previously accepted criminal appointments in Williams Municipal Court.

City staff will select an attorney to provide indigent criminal defense legal services and make a recommendation to the City Council. The selected attorney will be notified that a recommendation will be made to the City Council to enter a contract for the attorney's services as an indigent defense attorney. If approved by the City Council, a final version of the Contract will be presented to the attorney.

If you have any questions, please contact the Williams City Clerk as follows:

Pam Galvan, City Clerk
City of Williams
113 South First Street
Williams, Arizona 86046
Tel.: (928) 635-4451
Email: PGalvan@williamsaz.gov