

Sample Agreement
**PROFESSIONAL SERVICES AGREEMENT
FOR PRIMARY INDIGENT LEGAL DEFENSE**

THIS Professional Services Agreement for Primary Indigent Legal Defense (“Agreement”) is entered into and effective the ____ day _____, 2026, by and between the City of Bullhead City, an Arizona municipal corporation (“City”) and _____ (“Attorney”).

RECITALS

WHEREAS, City operates a municipal court with a requirement to provide legal defense services for those accused in the court and unable to fund their own defense (“Services”); and

WHEREAS, due to the immediate and ongoing legal matters before the Municipal Court, interim indigent legal defense services were acquired until a solicitation for requests for qualifications of other potential attorney providers could be issued and evaluated; and

WHEREAS, the City Manager has consulted with the City Magistrate concerning the entry of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. Attorney Duties

- A. Attorney agrees to provide Services as the primary public defender for persons accused of crimes in the Bullhead City Municipal Court (1255 Marina Boulevard, Bullhead City, Arizona), and which may include pendent civil charges and other matters as appointed by the City Magistrate or another authorized judicial officer (collectively, “Court”). Attorney exercises independent discretion in the performance of Services.
- B. Appointments for representation of an individual (“client”) are made on the basis of a “case.” A case consists of the appointment on, and representation of, a particular client as provided for herein, from the date of appointment until the date of the conclusion of the particular complaint(s) under a specific Court cause number, or until the Court may release Attorney from Services on that case. Cases include all proceedings and appearances, including, but are not limited to, pretrial conferences, status hearings, probation revocation hearings, other hearings, bench and jury trials, change of plea proceedings and appeals to the Superior Court. There is no allocation of or distinction between the type of case assigned, for example, DUI or DV. Absent a release by the Court, representation under this Agreement continues on an appointed case until concluded, notwithstanding any expiration or termination of this Agreement.
- C. Attorney agrees to maintain a means of business satisfactory for the conduct of Services, in addition to the necessary meetings with clients, city prosecution staff and the Court on days and times set for official proceedings.

- D. Attorney certifies that Attorney is trained and experienced, is duly licensed to practice law in the State of Arizona, and is fully capable to perform the Services for the City. Attorney further affirms that the Services will be provided consistent with standards of professional representation of criminal defendants by attorneys in Arizona and which includes compliance with the obligations to effectively represent a client under: Strickland v. Washington, 466 U.S. 668, 104 S.Ct. 2052 (1984); State v. Santana, 153 Ariz. 147, 735 P.2d 757 (1987); Lafler v. Cooper, 566 U.S. 156, 132 S.Ct. 1376 (2012); Missouri v. Frye, 566 U.S. 134, 132 S.Ct. 1399 (2012); and in compliance with the Arizona Rules of Criminal Procedure and applicable ethical rules, statutes and case law. Attorney understands that the Court expects that all due diligence will be pursued before Court appearances through effective actions in such matters as interviewing witnesses, reviewing discovery and conducting legal research.
- E. Attorney commits to making all appearances in Court as necessary. At a minimum, Court appearances will consist of approximately two business days weekly. The Court may allow certain matters to be conducted virtually through technology. Attorney may retain a qualified Arizona licensed attorney for emergencies or on a temporary basis as approved by the Court if Attorney is unable to perform at any time during the Agreement term, but Attorney is responsible for compensating and supervising that attorney as required by law.
- F. During the term of this Agreement Attorney will maintain a valid membership with the Arizona State Bar Association in good standing.
- G. Attorney shall submit a monthly written report by the fifth day of the following month consistent with the data, and in the general sample format, as shown in the attached Exhibit A.

2. Compensation

- A. City will compensate Attorney a flat rate of \$150,000 annually, payable in \$12,500 installments monthly by the fifth of each month. The preceding compensation is all-inclusive and includes Attorney's costs of staff, physical resources, insurance and any travel.
- B. Attorney is solely responsible for payment of any federal and/or state taxes incurred by Attorney, resulting from made to Attorney under this Agreement. Attorney is responsible for tax withholding, unemployment insurance FICA and other costs for Attorney's employees.

3. Term of Agreement/Termination

This Agreement remains in effect from the effective date for one year. City reserves the right to terminate this Agreement for convenience at any time upon at least 30 day's written notice to Attorney. If mutually agreeable, the Agreement by be extended for up to four additional, one-year periods, under the same terms, conditions and compensation. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

4. Insurance

- A. Attorney understands that the City does not cover Attorney's personal or professional liability. Furthermore, Attorney is also aware that the City does not provide medical/injury insurance to cover contractors, subcontractors or other non-City employees. Attorney willingly assumes the risk of any injury, death or liability associated with performance of Services under this Agreement.
- B. During the term of the Agreement and for a minimum of one year after expiration or termination of this Agreement, Attorney will maintain a professional errors and omissions liability insurance policy in the minimum amount of \$1,000,000 per claim and \$2,000,000 aggregate. Attorney must also maintain a general liability policy in the minimum amount of \$1,000,000, occurrence based, with a provider authorized to do business in the State of Arizona carrying an AM Best rating of no less than "A" and name the City as an additional insured party by endorsement. Proof of the endorsement must be provided to the City within five business days of the execution of this Agreement. If applicable, Attorney will also carry workers compensation coverage and in the amounts as required by the State of Arizona.

5. Indemnification

Attorney agrees to indemnify and hold harmless the City, and its officers, elected officials, employees, agents and other representatives, from all lawsuits, claims, actions, losses, damages or other expenses of any nature including, without limitation, attorney's fees and court costs arising out of or related to the performance of or omission of professional performances of Services pursuant to this Agreement or for any claim made by a third party for personal injury, death or property damage. This paragraph survives the termination of this Agreement.

6. Notice

All notices and demands upon either party regarding this Agreement must be in writing and addressed as follows:

If to City:
City of Bullhead City
Municipal Court
1255 Marina Blvd.
Bullhead City, Arizona 86442

If to Attorney:

Attorney at Law

with a copy to: City of Bullhead City, City Attorney, 2355 Trane Rd., Bullhead City, Arizona 86442.

7. Modification

This Agreement may only be amended or modified by a written instrument signed by the authorized representatives of the parties.

8. Subcontracting/Assignment

The Services rendered under this Agreement are personal to Attorney. This Agreement may not be subcontracted or assigned by the Attorney unless as specified above or as authorized by the Court.

9. Miscellaneous Provisions

- A. Attorney and City are independent of each other. This Agreement does not create, in any manner or for any purpose, an employee-employer relationship or a principal-agent relationship between the City and Attorney. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligations due or owed the other, or to accept service of process for the other.
- B. Attorney warrants, to the extent applicable under A.R.S. § 41-4401, he or she has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Attorney to penalties, including termination of the Agreement; and finally, understands that City has or she has the right to inspect the papers of Attorney, or any of its employees specifically participating in the administration of this particular Agreement, to ensure compliance with this paragraph.
- C. Attorney certifies, to the extent applicable under A.R.S. § 35-393.01 et seq., that he or she does not participate in, and agrees not to participate in during the term of this Agreement, a boycott of Israel.
- D. Attorney certifies, that during the term of this Agreement and pursuant to A.R.S. § 35-394, that he or she will not use the goods or services produced by the forced labor of ethnic Uyghurs in the people's republic of China.
- E. Any previous obligations or liabilities resulting from any prior agreements between the parties are hereby discharged and resolved by the terms of this Agreement.
- F. The Recitals outlined above are fully incorporated into the terms of this Agreement.
- G. This Agreement is governed by Arizona law and subject to federal, state and local laws as applicable.

[signatures on following page]

The parties enter into this Agreement as of the ____ day of _____, 2026.

CITY

ATTORNEY

Toby Cotter
City Manager

Date

Date

Attest:

Debie Ogden, City Clerk

Approved as to form:

Garnet K. Emery, City Attorney

EXHIBIT A
Sample Report

2026
PRIMAY INDIGENT LEGAL DEFENSE
Report – _____
(*name of attorney*)

Monthly Report for: _____

Number of all cases assigned _____

Number of all cases closed _____

Number of DV cases assigned _____

Number of DUI cases assigned _____

Number of Other cases assigned _____

Number of DV cases closed _____

Number of DUI cases closed _____

Number of Other cases closed _____

End of Exhibit