

## **CITY OF SAN LUIS INDIGENT DEFENSE SERVICES AGREEMENT**

This Indigent Defense Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of San Luis, an Arizona Municipal Corporation (the “City”) and Candice Orduño-Crouse, an Arizona Attorney at Law (“Attorney”), with both being referred to singularly as “Party” and collectively as “Parties”.

**WHEREAS**, City desires to provide counsel for representation of indigent defendants in the San Luis Municipal Courts; and

**WHEREAS**, Attorney is licensed to practice in the State of Arizona and represents that they have expertise and are qualified to provide such representation as described in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promise and obligations set forth herein, the parties hereto agree as follows:

### **SECTION ONE: SCOPE OF WORK**

Attorney shall act under the authority and approval of the San Luis Municipal Court (“Court”) to provide the services required by this agreement.

**1.1** This is a personal service contract. Attorney shall represent indigent defendants assigned to Attorney by a Judicial Officer of the Court. The Attorney’s scope of work is subject to any direction provided by the Court.

**1.2** On any day in which the Court is open, Attorney is required to appear in all divisions of the Court, as determined by the Court’s schedule. The Court’s schedule will not be changed arbitrarily and without prior consideration of Attorney’s schedule.

**1.3** Attorney shall prepare for and appear in person, or remotely with Court permission, at all court proceedings pertaining to assigned defendants, including but not limited to: conditions of release hearings, bond review hearings, pretrial conferences, motion hearings, jury and non-jury trials, changes of plea, hearings, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as appeals to higher courts.

**1.4** Once appointed, Attorney shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Attorney is relieved from the case by the Court.

**1.5** Attorney is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Attorney is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting

from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

**1.6** Attorney shall conduct the defense of all indigent defendants in conformance with the minimum time standards set forth in AJCA § 1-401 and requirements set forth in State of Arizona vs. Michael Steven Watson, Arizona Supreme Court, 134 Ariz. 1, 653 P2d. 351 (1982); and in State of Arizona vs. Joe U. Smith, Arizona Supreme Court, decided April 3, 1984, 6027-PR; and in State of Arizona vs. Billy Don Lee, Arizona Supreme Court, decided September 25, 1984, 6107-PR.

**1.7** Attorney's case load shall not exceed the minimum standards and requirements imposed by the Arizona Supreme Court as cited in paragraph 1.5. The Court will take into consideration the effect on the performance of the agreement as it pertains to attendance cited in paragraphs 1.1 and 1.2. Further, during the course of this Agreement, Attorney caseload may be subject to review by Court Administration to evaluate Attorney professional competency to handle caseload assigned in accordance to Arizona Rules of Professional Responsibility and the American Bar Association Standards.

**1.8** Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Attorney shall provide, at their own expense, interpreters for all out-of-court matters.

**1.9** Attorney shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, additional Attorney(s), secretarial services, office space, telephone, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, reports, and out-of-court interpreters. Attorney will not be charged for photocopies of discoverable materials obtained from the City Prosecutor's Office or the Court.

**1.10** In the event that a case involves two or more defendants or Attorney declares a conflict of interest, the Judge may assign the case to a lawyer outside of this agreement.

**1.11** The Court will provide required forms for defendants to prepare and submit to determine defendant's indigence. Attorney shall not be asked to advise clients until the Court has determined that they are indigent and are entitled to representation by indigent defense. Attorney may request a review of the indigence of any defendant assigned to them. If a Judge determines the non-indigence of such a defendant and allows the Attorney to withdraw, Attorney shall not represent that defendant in that case for a fee. Attorney shall not solicit indigent defense clients for future representation for a fee.

**1.12** Attorney agrees that the court settings in the San Luis Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by Arizona Rules of Criminal Procedure.

**1.13** Non-Discrimination. Attorney shall comply with all applicable City, State, and Federal laws, rules and regulations as it applies to discrimination inclusive of the Americans with Disabilities Act.

**1.14** Licenses. Attorney shall maintain in current status all State Bar licenses required to perform the duties of this Agreement.

**1.15** Advertising, Publishing, and Promotion of Contract. Attorney shall not use, advertise or promote information for commercial benefit concerning this Agreement.

**1.16** Compliance with Applicable Laws and Rules. Attorney shall comply with all applicable Federal, State and local laws as well as Ethical Rules and Code of Conduct as officers of the court.

## **SECTION TWO: ASSIGNMENT OF CASES**

The Court shall determine the assignment of cases to Attorney. Although the City anticipates that Attorney will be assigned a number of cases based on statistical averages, the total fees for cases assigned to Attorney by the Court in any one-year Agreement term will be paid at a fixed annual rate as listed in Section five (5) of this Agreement.

## **SECTION THREE: SUSPENSION OF INDIGENT APPOINTMENTS**

**3.1** Should Attorney experience an indigent caseload that prevents them from giving effective assistance of counsel to each client, the Attorney shall notify the Court, and the affected Attorney shall make a motion to the Court requesting a suspension of indigent appointments.

**3.2** The Court, upon receipt of such a motion shall set a date for hearing no later than five (5) days from the receipt of said motion. Should the court find during the hearing that the affected Attorney's caseload is excessive and is adversely interfering with their ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further appointments to the effected Attorney for a period not to exceed thirty (30) days, during which the Court shall appoint other counsel to represent indigents.

**3.3** It shall be the obligation of the Attorney to notify the Court immediately upon determination that the case congestion has cleared enough in order for appointments to be reinstated to the Attorney. Otherwise, they will be reinstated after thirty (30) days.

**3.4** During the period of suspension of appointments, the Attorney shall update the Court, though the Court Administrator, every week as to the status of the caseload and congestion.

**3.5** At the expiration of any suspension of appointments ordered by the Court, or earlier if notified by Attorney, the Court shall again conduct a hearing to determine whether the suspension should be lifted or a further suspension period, not to exceed 30 days, is necessary. Such suspension of appointment of new clients only in no way releases either party from other duties or obligations pursuant to this Agreement.

## **SECTION FOUR: ACCEPTANCE AND DOCUMENTATION**

Attorney's performance may be reviewed and approved by the Court for acceptability.

**4.1** Records. Attorney shall retain all data and other "records" relating to the performance of this Agreement for a period of five (5) years after completion of the Agreement.

**4.2** Audit. At any time during the term of this Agreement and five (5) years thereafter, Attorney's books and records shall be subject to audit by the Court to the extent that those books and records relate to performance of this Agreement. Upon request, the Attorney shall produce legible copies of any and all such records.

## **SECTION FIVE: COMPENSATION**

**5.1** For the performance of the duties and responsibilities as set forth in this agreement, Attorney shall receive compensation at a flat rate of nine-thousand, five hundred U.S. dollars (\$9,500.00) per month for attorney services as Indigent Defense counsel, inclusive of any office staff. Attorney shall submit billings to the City Attorney's office monthly. The City Attorney's office will process and provide payment to Attorney. The Court will submit an end of fiscal year report to the City Attorney's office detailing the number of cases assigned to Indigent Defense counsel.

**5.2** The total amount payable to Attorney for the services rendered pursuant to this Agreement shall not exceed one-hundred and fourteen thousand U.S. dollars (\$114,000.00) annually. Attorney shall receive monthly compensation until completion of assigned cases through June 30, 2026.

**5.3** Attorney shall not collect or receive any payment or remuneration, from defendants assigned to Attorney under this Agreement for services provided.

**5.4** Taxes. Attorney shall be solely responsible for any and all tax obligations, which may result out of the Attorney's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Attorney.

## **SECTION SIX: TERM**

Upon execution, this Agreement is effective July 1, 2025 and in effect until June 30, 2026 provided Attorney continues to perform services and is compensated in accordance with the terms and conditions of this Agreement. Upon the Court's recommendation, this Agreement may continue for up to three (3), one-year extensions to this Agreement on the same terms and conditions.

## **SECTION SEVEN: CITY CONTRACTUAL REMEDIES**

**7.1** Right to Assurance. If the Court in good faith has reason to believe that Attorney does not intend to, or is unable to perform or continue to perform or continue performing under this Agreement, the Court may demand in writing that the Attorney give a written

assurance within the number of days specified in the demand may and at the Court's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

**7.2** Non-exclusive remedies. The rights and the remedies of the City under this Agreement are not exclusive.

**7.3** Right of Offset. The City shall be entitled to offset against any sums due Attorney, any expenses or costs incurred by the City, or damages assessed by the City concerning the Attorney's non-conforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by the City.

## **SECTION EIGHT: TERMINATION**

**8.1** Termination for Convenience. Either party may terminate this Agreement or any part thereof for its sole convenience with ninety (90) days written notice. As compensation in full for services performed by the date of such termination, the Attorney shall receive prorated compensation for days beyond the last compensated month worked.

**8.2** Termination for Cause. City may, upon written notice, terminate this Agreement for Attorney's failure to comply with the terms of this Agreement.

**8.3** Pursuant to ARS 38-511, City may cancel this Agreement within three (3) years after the Agreement execution without penalty or further obligation if any person significantly involved in the initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when Attorney receives written notice of the cancellation unless the notice specifies a later time.

**8.4** Suspension or Debarment. Attorney is required to immediately notify the Court of any suspension, disbarment or felony charges. Any failure to provide notice may result in immediate termination of this Agreement.

**8.5** Continuation of Performance through Termination. The Attorney shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**8.6** No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

## **SECTION NINE: ARIZONA LAW, JURISDICTION AND VENUE, AND FEES AND COSTS**

**9.1** Arizona Law. This agreement shall be governed and interpreted according to the laws of the State of Arizona.

**9.2** Jurisdiction and Venue. The Parties agree that this Agreement is made in and shall be performed in Yuma County. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of Yuma County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

**9.3** Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute arising relating to this Agreement is entitled to an award of reasonable Attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of Attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

## **SECTION TEN: IDEMNIFICATION; HOLD HARMLESS**

Attorney releases and shall defend, indemnify, and hold harmless the City of San Luis and its officials, officers, employees and agents from and against all claims, cost liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees and expert fees) arising directly out of or in connection with:

**10.1** Any fault, negligence, strict liability, or product liability of Attorney in connection with the Services of this Agreement;

**10.2** Any lien asserted upon any property of the City of San Luis in connection with the Services or this Agreement;

**10.3** Any failure of Attorney to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement, now or hereafter in effect, of any governmental authority; or

**10.4** Any breach of or default under this Agreement by Attorney. As permitted by applicable law, this shall apply. However, this shall not require Attorney to indemnify the City of San Luis against any liability for damages arising out of bodily injury or property damages caused by or resulting from the negligence of the City of San Luis. Further, in the case of concurrent negligence of Attorney on the one hand and the City on the other hand, Attorney shall be required to indemnify the City only to the extent of the negligence of Attorney. Further, Attorney releases and shall defend, indemnify, and hold harmless the City from and against all claims, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees and experts' fees).

## **SECTION ELEVEN: INSURANCE**

**11.1** Worker's Compensation and Employer's Liability Coverage: Coverage or insurance in accordance with the applicable laws related to worker's compensation and employer's liability insurance with limits no less than the statutory minimum for the Contractor's employee or employees, if any.

**11.2** Attorney shall procure and maintain during the life of this Agreement (including any extensions) and during the performance of these services, Commercial General Liability, and Automobile Liability Insurance, to protect the City and the Attorney from and against all claims, damages, losses, and expenses arising out or resulting from the performance of these services, as detailed herein-with insurance companies or through sources approved by the City.

**11.3** The commercial general liability insurance shall include the City and its officers, officials, employees and agents as an Additional Named Insured on a Primary Basis. All insurance policies shall be endorsed to provide that no policy shall be canceled, changed, or reduced in coverage for the duration of this Agreement, including extension, until after thirty (30) days prior written notice has been delivered to the City through certified mail.

**11.4** A Certificate of Insurance, Including the Additional Named Insured Endorsement for the primary commercial general liability insurance policy, shall be filed with the City Attorney within thirty (30) days of the effective date of this Agreement. This Certificate shall be subject to approval by the City as to company, terms, and coverage. Failure of Attorney to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract. It shall be cause for immediate termination of the Agreement and any and all obligations regarding the same.

**11.5** A Declaration of Professional Liability Insurance shall be filed with the City within thirty (30) days of the effective date of this Agreement and meet the requirements set forth herein. This Declaration shall be subject to approval by the City as to company, terms, and coverage. Failure of Attorney to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Agreement and of any and all obligations regarding the same.

**11.6** Approval of the insurance by the City shall not relieve or decrease Attorney's liability for any damages arising from their performance of the Work.

**11.7** Insurance shall provide, at a minimum, the types of insurance coverage, liability limits, and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect Attorney and the City from claims for damages of bodily injury, including death resulting therefrom, and claims for property damage, which may arise from operations under this Agreement or by anyone directly employed by Attorney. It is understood that it is Attorney's obligation to enforce the requirements of this section in respect to any of their employees assisting with the work of this Agreement.

**11.8** Liability Limits: General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000.00 combined single limits per occurrence and \$2,000,000.00 in aggregate. Professional Liability Insurance, including Errors and Omissions, shall be written with limits in no case less than \$1,000,000.00; Automobile Insurance shall be at the level, at least the minimum required by law.

**11.9** Nothing contained in these insurance requirements is to be construed as limiting the extent of Attorney's responsibility for payment of damages resulting from operations under this Agreement.

**11.10** The coverage provided by General Liability and Automobile Liability are primary to any insurance the City maintains.

**11.11** Endorsements for Additional Insured: The City shall be named as Primary Additional Insured for General Liability and Automobile Liability.

**11.12** There shall be included in the general liability insurance contractual coverage sufficiently broad to insure the provisions of that section herein entitled "Hold Harmless Clause."

**11.13** Failure to comply with provisions contained herein shall not waive Attorney's responsibility to provide the required protection.

**SECTION TWELVE: NOTICES**

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered by hand or by registered or certified mail, at the address set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in the paragraph.

In the case of the City and/or Court:

San Luis City Attorney's Office  
Physical - 1090 E. Union Street  
Mail - P.O. Box 1170  
San Luis, Arizona 85349

In the case of Attorney:

Candice Orduño-Crouse  
Meerchaum & Orduno, PLLC  
2180 South. 4<sup>th</sup> Avenue, Suite: H  
Yuma, Arizona 85364

Hand delivered notices shall be deemed received on the date delivered. Mailed notices are deemed received by the delivery date indicated on receipt for certified or registered mail.

**SECTION THIRTEEN: COMPLIANCE WITH APPLICABLE LAWS**

ATTORNEY SHALL COMPLY WITH ALL APPLICABLE Federal, State and Local laws, and with all applicable licenses and permit requirements.

**13.1** Pursuant to the provisions of ARS 41-4401. Attorney hereby warrants to City that Attorney and their staff will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in ARS 23-241(A) (hereinafter “Attorney Immigration Warranty”)

**13.2** Attorney hereby certifies compliance with the applicable requirements of ARS 35-393.01 and 35-394.

**13.3** Attorney shall obtain and maintain a City of San Luis Business License during the term of this Agreement.

#### **SECTION FOURTEEN: GENERAL TERMS:**

**14.1** Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein with time being of the essence in this Agreement.

**14.2** All agreements shall be interpreted to avoid questions of unethical conduct by Attorney or the City of San Luis.

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

**14.4** Assignment. Services covered by the Agreement shall not be assigned in whole or in part without the written consent of the City of San Luis.

**14.5** Amendments. The Agreement may be modified only through a written Agreement amendment executed by authorized persons from both Parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by Attorney are violations of this Agreement. Any such changes, including unauthorized written Agreement amendments shall be void and without effect, and Attorney shall not be entitled to any claim under this Agreement based on such changes.

**14.6** Independent Contractor. Attorney under this Agreement is an independent contractor. Neither Party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

**14.7** Office. Attorney shall have an office or make arrangements to use an office that is located within Yuma County and twenty-five (25) Miles of the Court to provide personal consultation with clients when requested or otherwise appropriate.

**14.8** No Prior Deals. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or written shall be binding.

**14.9 Authority.** Each Party hereby warrants and represents that it has the full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Parties further acknowledge that they have read this Agreement, understand it, and agree to be bound by it.

**14.10 Counterparts.** This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, Attorney shall provide the original signature to the City to record the Agreement.

**14.11 No Conflict.** Attorney stipulates that its officers and employees do not now or have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation of government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

**14.12 Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only. They shall not control or affect the meaning or construction of the provisions of this Agreement.

**14.13 Force Majeure:** Neither Party shall be liable to the other or deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason or force majeure, as determined by the City. The term "force majeure" means an occurrence beyond the control of the affected Party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party shall provide written notification to the other within 48 hours. When the delay ceases, the Party affected shall provide written notice to the other Party. The Contract completion time may be extended by modification for a period equal to that delay caused under this condition. The City reserves the right to cancel the Contract or procure services from the best available source during force majeure, and the Contractor shall have no recourse against the City.

*[Remainder of page intentionally left blank; signature page to follow.]*

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names to this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2025.

FOR THE CITY OF SAN LUIS:

FOR THE ATTORNEY:

\_\_\_\_\_  
Nieves Reidel  
City Mayor

\_\_\_\_\_  
Candice Orduño-Crouse  
Attorney

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney