



North Las Vegas Municipal Court

2332 Las Vegas Boulevard North, Suite 100

North Las Vegas, Nevada 89030

(702) 633-1130 • Fax (702) 399-6296

Warren VanLandschoot
Judge
Department 1

June 10, 2008

FILED

Sean Hoeffgen
Judge
Department 2

Chief Justice Mark Gibbons
Nevada Supreme Court
210 South Carson Street
Carson City, NV 89701

MAR 03 2009

TRAZIE K. UNDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

Debbie Miller
Court Administrator

Re: ADKT NO. 411

Dear Chief Justice Gibbons:

In response to the Supreme Court Order dated January 4, 2008 titled "IN THE MATTER OF THE REVIEW OF ISSUES CONCERNING REPRESENTATION OF INDIGENT DEFENDANTS IN CRIMINAL AND JUVENILE DELINQUENCY CASES", we are submitting the following plan for your review and approval by the Nevada Supreme Court.

Our plan is a representation of what we have been following for the last 14 years and the changes that we plan to incorporate into our new plan.

Should you have any questions regarding this Administrative Plan, please contact myself and/or Chief Judge Warren VanLandschoot at 702-633-1148.

Respectfully,

[Signature]

Debbie Miller
Municipal Court Administrator

Enclosure

Cc: Municipal Court Judges

09-31706

North Las Vegas Municipal Court

Indigent Defense Plan

Objective

The objective is to provide qualified private legal counsel for representation of indigent misdemeanor defendants.

Selection of Contracted Counsel

The City of North Las Vegas currently has a list of six (6) qualified attorneys contracted to provide legal representation of indigent defendants who have been charged with a misdemeanor in the North Las Vegas Municipal Court. The six (6) attorneys currently on the list were selected throughout various years by submitting a resume along with a letter of interest. The City Council makes the final contract approval, see enclosed contract. The majority of the attorneys on the list has been under contract for over five years and has proven to provide quality representation. We have found that six attorneys is a sufficient number of attorneys to handle our caseload.

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An Independent Selection Committee will determine who will be awarded a contract should a vacancy occur. The Committee will be comprised of: the North Las Vegas Municipal Court Administrator, the City of North Las Vegas City Attorney, and the City of North Las Vegas Human Resources Director. They will review/interview all applicants to ensure they meet all of the desired qualifications of the North Las Vegas Municipal Court and the Supreme Court Order.

Assignment of Cases

At the time a defendant is approved for a court-appointed attorney, Court Administration assigns cases to the attorneys on a rotation. All cases are logged and assigned to an attorney. The attorney, as well as the defendant, is notified and given each other's contact information. The only exception to this process is during the in custody pre-trial hearings. Defendants who are in custody are presumed to be indigent, therefore, rather than delaying representation, we will assign one of the six (6) contracted attorneys to be present during those hearings. The assigned attorney will be assigned any defendants needing representation. We will rotate on a monthly basis.

Payment

Attorneys shall submit all claims for payment to the Court Administrator's Office within fourteen (14) days after sentencing on original complaint(s), at which time the attorney shall be removed from the case. The City will compensate the attorney the sum of Two Hundred Fifty Dollars (\$250.00) per appointment for representation. The Court may reappoint the attorney for review periods or an appeal from court level if circumstances warrant it. In the event the attorney is reappointed or is assigned to an appeal to District Court, the attorney shall submit all claims for payment relative to the review or appeal to the Court Administrator's Office within thirty (30) days of termination of the case or termination of appointment, whichever is sooner. In the event an attorney is assigned to an appeal to District Court by the Court, the attorney will be compensated Two Hundred Dollars (\$200) for representation at the District Court appeal level.

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Defendants are presumed to be indigent if they are in custody.

Defendants not in custody:

The court advises all defendants who are charged with a misdemeanor who faces a possibility of jail time, their right to counsel. The defendant is then required to fill out an application and return it within five (5) working days. Court Administration will review and determine if the defendant qualifies under the Presumptive Threshold Standard. If approved, an attorney will be assigned and the defendant is notified.

**AGREEMENT FOR PROFESSIONAL SERVICES
- INDIGENT DEFENDANT LEGAL REPRESENTATION-**

This agreement is made by and among the City of North Las Vegas (**CITY**), a municipal corporation of the State of Nevada, the North Las Vegas Municipal Court (**COURT**) and _____, Esq., Attorney at Law (**ATTORNEY**), effective the ____ day of _____, 200__.

CITY and **COURT**, pursuant to Nevada Revised Statutes (NRS) 171.188, will provide private legal counsel (an attorney) for representation of indigent misdemeanor defendants in the **COURT** instead of the Clark County Public Defender's Office. Any attorney provided must be a member in good standing of the State Bar of Nevada. **ATTORNEY** is a member in good standing of the State Bar of Nevada and is willing to provide legal representation to indigent defendants who have been charged with one or more misdemeanor public offenses within the **CITY**. During the term of this agreement, **COURT** may appoint **ATTORNEY** to represent any number of indigent defendants. **ATTORNEY** is not the only member of the State Bar of Nevada who will be assigned cases by the **COURT**.

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2.2 **ATTORNEY** is required to contact the City Attorney's Office, Criminal Division, prior to the scheduled trial date or time of pre-trial.

2.3 **ATTORNEY** is responsible for all court proceedings which are required to provide effective representation to the assigned defendant.

2.4 **ATTORNEY** is responsible to provide for personal consultation with each assigned defendant.

2.5 **ATTORNEY** is required to maintain personal contact with each defendant assigned for representation at the **COURT** level until the case is terminated at the **COURT** level, and is required to use reasonable diligence in notifying each assigned defendant of necessary court appearances, as well as of any court action resulting from the defendant's non-appearance.

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IV. AMENDMENTS/ENTIRE AGREEMENT.

Amendments to this agreement may be made only upon mutual consent in writing, executed by the parties hereto with the same formality attending this agreement. This executed agreement, together with any attachments, contains the entire agreement between the parties relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement are of no force or effect.

V. TERMINATION.

5.1 The **COURT** may terminate this agreement without cause with thirty (30) days written notice to **ATTORNEY**.

5.2 **ATTORNEY** may terminate this agreement with thirty (30) days written notice to the Court Administrator.

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date of this agreement the maximum reimbursement for costs is seventy five dollars (\$75.00).

IX. MALPRACTICE INSURANCE.

ATTORNEY will maintain malpractice insurance coverage. Said insurance shall remain in force during the term of this agreement and evidence of the certificate of insurance must be filed with the Court Administrator's Office and the City Clerk's Office. In the event the **ATTORNEY**'s insurance is terminated, **ATTORNEY** shall immediately notify the Court Administrator and this agreement will be terminated.

X. MISCELLANEOUS PROVISIONS.

10.1 **ATTORNEY** is an independent contractor and not an employee of the **COURT** or of the **CITY**. No permitted or required approval by **COURT** documents or services of **ATTORNEY** shall be construed as making **COURT** or **CITY** responsible for the manner in which **ATTORNEY** performs services or for any negligence, errors or omissions of **ATTORNEY**. Such approvals are intended only to give **COURT** the right to satisfy itself with the quality of services performed by **ATTORNEY**. **CITY**'s relationship to **COURT**, per the intent of this agreement, is through **CITY**'s budget process. **COURT** is allocated monies for "Professional Services" and **ATTORNEY** is paid out of the **COURT**'s "Professional Services" monies budgeted for the fiscal year.

10.2 Except as specifically provided in this section, this agreement is not intended to create any rights, powers or interest in any third party and this agreement is entered into for the exclusive benefit of the **COURT** and the **ATTORNEY** in accordance with the NRS.

10.3 Pursuant to Section V above, any notice required or permitted to be given under this agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Postal Service at the following addresses:

TO COURT: North Las Vegas Municipal Court
ATTN: Court Administrator
2332 Las Vegas Blvd. No., #100
North Las Vegas, NV 89030

TO CITY: City of North Las Vegas
ATTN: City Manager
2200 Civic Center Drive
North Las Vegas, NV 89030

TO ATTORNEY: _____, Esq.

The addresses set forth in this subsection may be changed by a party giving written notice of the

change to the other parties.

10.4 This agreement shall be governed in all respects by the laws of the State of Nevada.

10.5 This agreement is for personal legal services to be provided to indigent defendants and all rights and obligations, including performance, shall not be delegated or assigned by **ATTORNEY**, except as set forth in Section VI.

IN WITNESS WHEREOF, the parties hereto have set their hands the date set beside their names, to be effective the date first set forth above.

CITY OF NORTH LAS VEGAS

ATTORNEY

By: _____
Michael L. Montandon, Mayor Date _____, Esq. Date

ATTEST:

Karen Storms, CMC, City Clerk Date

NORTH LAS VEGAS MUNICIPAL COURT

By: _____ By: _____
Warren Van Landschoot Date Sean Hoeffgen Date
Chief Municipal Judge, Dept. 1 Municipal Judge, Dept. 2

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Carie Torrence, City Attorney

McCormick, John

From: Debbie Miller [MillerD@cityofnorthlasvegas.com]
Sent: Tuesday, March 03, 2009 7:43 AM
To: david.hayward@cityofhenderson.com; McCormick, John
Subject: ADKT 411

Attachments: img-090303073243-0001.pdf; Indigent Defense Plan08.doc; WordPerfect 6.1



img-090303073243- Indigent Defense Court Appointed
0001.pdf (1 M... Plan08.doc (2... Attorney Contr...

John,

I mailed our plan on June 10, 2008. I was wondering why I never heard back from anyone on it. I should have followed up. Let me know if you have any problems opening the attached copies or if you have any questions.

Debbie

Debbie Miller
Court Administrator
North Las Vegas Municipal Court
(702) 633-1148
(702) 633-2479 fax
millerd@cityofnorthlasvegas.com

>>> <DoNotReply@cityofnorthlasvegas.com> 3/3/2009 7:33 am >>>



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Judge
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Chief Justice Mark Gibbons
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MAR 03 2009

TRACIE K. INDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

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The cases assigned to **ATTORNEY** are for the representation of defendants in criminal proceedings originating in the **COURT**. In certain instances, the District Court may require the **COURT** to appoint counsel on appeals from the **COURT**. In that event, the **COURT** may appoint **ATTORNEY** to represent a defendant on an appeal or to request that the **ATTORNEY** continue to represent a defendant through his/her appeal from the **COURT**.

I. ASSIGNMENT OF CASES.

1.1 Cases will be assigned by the **COURT**.

1.2 **ATTORNEY** may reject any three (3) cases during a calendar year for no cause. Such rejection must be made within seven (7) judicial days of the appointment. In the event of an attorney-client conflict a request to reject may be made at a later time when **ATTORNEY** becomes aware of the conflict. Rejections for no cause may be in writing to **COURT** or made orally to the **COURT**'s Court Administrator. Requests for rejection because of a conflict must be made in writing, with the basis of the conflict stated, and approved by the **COURT**.

1.3 **ATTORNEY** will be notified within three (3) judicial days of the appointment by facsimile transmission or verbally by the **COURT**'s Court Administrator.

II. REPRESENTATION.

2.1 **ATTORNEY** is required to consult with an assigned in-custody defendant within five (5) judicial days and with an assigned out-of-custody defendant within fourteen (14) judicial days after notification of the appointment has been made.

2.2 **ATTORNEY** is required to contact the City Attorney's Office, Criminal Division, prior to the scheduled trial date or time of pre-trial.

2.3 **ATTORNEY** is responsible for all court proceedings which are required to provide effective representation to the assigned defendant.

2.4 **ATTORNEY** is responsible to provide for personal consultation with each assigned defendant.

2.5 **ATTORNEY** is required to maintain personal contact with each defendant assigned for representation at the **COURT** level until the case is terminated at the **COURT** level, and is required to use reasonable diligence in notifying each assigned defendant of necessary court appearances, as well as of any court action resulting from the defendant's non-appearance.

2.6 **ATTORNEY** is required to maintain personal contact with each defendant assigned for representation at the District Court appeal level until the appeal is terminated, and is required to use reasonable diligence in notifying each assigned defendant of necessary court appearances, as well as of any court action resulting from the defendant's non-appearance.

2.7 **ATTORNEY** is responsible for the interviewing of each assigned defendant and all witnesses in each assigned case.

2.8 **ATTORNEY** will complete the appropriate forms, as provided by the **COURT**, for each court appointment.

III. REDETERMINATION OF INDIGENCE.

If **ATTORNEY** requests a redetermination of the indigence of any person he/she represents and **ATTORNEY** is allowed to withdraw by the **COURT** based thereupon, **ATTORNEY** agrees he/she will not represent that person in that case for a fee without prior approval of the Judge of the **COURT**. **ATTORNEY** shall not accept compensation for a case assigned under this agreement outside of that contemplated by this agreement without full disclosure of the terms of this agreement to the client, notification to the **COURT** of the arrangements made for compensation, and approval of the Judge of the **COURT**. Under no circumstances may **ATTORNEY** solicit such outside compensation.

IV. AMENDMENTS/ENTIRE AGREEMENT.

Amendments to this agreement may be made only upon mutual consent in writing, executed by the parties hereto with the same formality attending this agreement. This executed agreement, together with any attachments, contains the entire agreement between the parties relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement are of no force or effect.

V. TERMINATION.

5.1 The **COURT** may terminate this agreement without cause with thirty (30) days written notice to **ATTORNEY**.

5.2 **ATTORNEY** may terminate this agreement with thirty (30) days written notice to the Court Administrator.

5.3 In the event **COURT** or **ATTORNEY** elect to terminate this agreement pursuant

to 5.1 or 5.2 above, **COURT** will report such to **CITY** within fifteen (15) days of receiving notice of said termination.

5.4 Unless sooner terminated, the term of this agreement shall be two (2) years.

VI. SUBSTITUTE REPRESENTATION.

The parties contemplate that some of the services required to be provided by the terms of this agreement shall be performed by members in good standing of the State Bar of Nevada who are acting as the agents or employees of **ATTORNEY**. **ATTORNEY** agrees to provide substitute representation in **COURT** when he or she is ill, on vacation, or when he or she is unable to appear at any court proceeding for any reason. Substituting attorneys must meet the minimal requirements necessary for the attorney who has entered this agreement. **ATTORNEY** agrees that **CITY** is only responsible for compensating **ATTORNEY** and not his/her substitute. Any substitute attorney shall look to **ATTORNEY** for any compensation which may be due him or her.

VII. PAYMENT.

7.1 **ATTORNEY** shall submit all claims for payment to the Court Administrator's Office within fourteen (14) days after sentencing on original complaint(s), at which time **ATTORNEY** shall be removed from the case. **ATTORNEY** shall not be required to represent such defendant on any appeal, whether based upon a preliminary matter or final judgment.

7.2 The **COURT** may reappoint **ATTORNEY** for review periods or an appeal from **COURT** level if circumstances warrant it. In the event **ATTORNEY** is reappointed or is assigned to an appeal to District Court by **COURT**, **ATTORNEY** shall submit all claims for payment relative to the review or appeal to the Court Administrator's Office within thirty (30) days of termination of the case or termination of appointment, whichever is sooner.

7.3 In accordance with NRS 7.125(1), **CITY** will compensate **ATTORNEY** the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per appointment for representation at the **COURT** level.

7.4 In the event **ATTORNEY** is assigned to an appeal to District Court by **COURT**, **ATTORNEY** will be compensated TWO HUNDRED DOLLARS (\$200.00) for representation at the District Court appeal level.

7.5 **ATTORNEY** will submit billings for court appointed representations utilizing the forms provided by the **COURT**.

VIII. REIMBURSEMENT OF COSTS.

Before incurring any expenditure in an assigned case **ATTORNEY** must apply to **COURT** for permission to expend monies for any cost items believed to be necessary for proper representation. If prior permission is not sought, the monies expended may not be reimbursed. The costs and expenses are reviewable by the **COURT** at the time of billing. The amount of reimbursement may not exceed the limit for costs set forth in NRS 171.188(4). At the effective

North Las Vegas Municipal Court

Indigent Defense Plan

Objective

The objective is to provide qualified private legal counsel for representation of indigent misdemeanor defendants.

Selection of Contracted Counsel

The City of North Las Vegas currently has a list of six (6) qualified attorneys contracted to provide legal representation of indigent defendants who have been charged with a misdemeanor in the North Las Vegas Municipal Court. The six (6) attorneys currently on the list were selected throughout various years by submitting a resume along with a letter of interest. The City Council makes the final contract approval, see enclosed contract. The majority of the attorneys on the list has been under contract for over five years and has proven to provide quality representation. We have found that six attorneys is a sufficient number of attorneys to handle our caseload.

Future Selection of Contract Counsel

An Independent Selection Committee will determine who will be awarded a contract should a vacancy occur. The Committee will be comprised of: the North Las Vegas Municipal Court Administrator, the City of North Las Vegas City Attorney, and the City of North Las Vegas Human Resources Director. They will review/interview all applicants to ensure they meet all of the desired qualifications of the North Las Vegas Municipal Court and the Supreme Court Order.

Assignment of Cases

At the time a defendant is approved for a court-appointed attorney, Court Administration assigns cases to the attorneys on a rotation. All cases are logged and assigned to an attorney. The attorney, as well as the defendant, is notified and given each other's contact information. The only exception to this process is during the in custody pre-trial hearings. Defendants who are in custody are presumed to be indigent, therefore, rather than delaying representation, we will assign one of the six (6) contracted attorneys to be present during those hearings. The assigned attorney will be assigned any defendants needing representation. We will rotate on a monthly basis.

Payment

Attorneys shall submit all claims for payment to the Court Administrator's Office within fourteen (14) days after sentencing on original complaint(s), at which time the attorney shall be removed from the case. The City will compensate the attorney the sum of Two Hundred Fifty Dollars (\$250.00) per appointment for representation. The Court may reappoint the attorney for review periods or an appeal from court level if circumstances warrant it. In the event the attorney is reappointed or is assigned to an appeal to District Court, the attorney shall submit all claims for payment relative to the review or appeal to the Court Administrator's Office within thirty (30) days of termination of the case or termination of appointment, whichever is sooner. In the event an attorney is assigned to an appeal to District Court by the Court, the attorney will be compensated Two Hundred Dollars (\$200) for representation at the District Court appeal level.

Determination of Indigence

Defendants in custody:

Defendants are presumed to be indigent if they are in custody.

Defendants not in custody:

The court advises all defendants who are charged with a misdemeanor who faces a possibility of jail time, their right to counsel. The defendant is then required to fill out an application and return it within five (5) working days. Court Administration will review and determine if the defendant qualifies under the Presumptive Threshold Standard. If approved, an attorney will be assigned and the defendant is notified.

**AGREEMENT FOR PROFESSIONAL SERVICES
- INDIGENT DEFENDANT LEGAL REPRESENTATION-**

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date of this agreement the maximum reimbursement for costs is seventy five dollars (\$75.00).

IX. MALPRACTICE INSURANCE.

ATTORNEY will maintain malpractice insurance coverage. Said insurance shall remain in force during the term of this agreement and evidence of the certificate of insurance must be filed with the Court Administrator's Office and the City Clerk's Office. In the event the **ATTORNEY**'s insurance is terminated, **ATTORNEY** shall immediately notify the Court Administrator and this agreement will be terminated.

X. MISCELLANEOUS PROVISIONS.

10.1 **ATTORNEY** is an independent contractor and not an employee of the **COURT** or of the **CITY**. No permitted or required approval by **COURT** documents or services of **ATTORNEY** shall be construed as making **COURT** or **CITY** responsible for the manner in which **ATTORNEY** performs services or for any negligence, errors or omissions of **ATTORNEY**. Such approvals are intended only to give **COURT** the right to satisfy itself with the quality of services performed by **ATTORNEY**. **CITY**'s relationship to **COURT**, per the intent of this agreement, is through **CITY**'s budget process. **COURT** is allocated monies for "Professional Services" and **ATTORNEY** is paid out of the **COURT**'s "Professional Services" monies budgeted for the fiscal year.

10.2 Except as specifically provided in this section, this agreement is not intended to create any rights, powers or interest in any third party and this agreement is entered into for the exclusive benefit of the **COURT** and the **ATTORNEY** in accordance with the NRS.

10.3 Pursuant to Section V above, any notice required or permitted to be given under this agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Postal Service at the following addresses:

TO COURT: North Las Vegas Municipal Court
ATTN: Court Administrator
2332 Las Vegas Blvd. No., #100
North Las Vegas, NV 89030

TO CITY: City of North Las Vegas
ATTN: City Manager
2200 Civic Center Drive
North Las Vegas, NV 89030

TO ATTORNEY: _____, Esq.

The addresses set forth in this subsection may be changed by a party giving written notice of the

change to the other parties.

10.4 This agreement shall be governed in all respects by the laws of the State of Nevada.

10.5 This agreement is for personal legal services to be provided to indigent defendants and all rights and obligations, including performance, shall not be delegated or assigned by **ATTORNEY**, except as set forth in Section VI.

IN WITNESS WHEREOF, the parties hereto have set their hands the date set beside their names, to be effective the date first set forth above.

CITY OF NORTH LAS VEGAS

ATTORNEY

By: _____
Michael L. Montandon, Mayor Date _____, Esq. Date

ATTEST:

Karen Storms, CMC, City Clerk Date

NORTH LAS VEGAS MUNICIPAL COURT

By: _____ By: _____
Warren Van Landschoot Date Sean Hoeffgen Date
Chief Municipal Judge, Dept. 1 Municipal Judge, Dept. 2

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Carie Torrence, City Attorney

McCormick, John

From: Debbie Miller [MillerD@cityofnorthlasvegas.com]
Sent: Tuesday, March 03, 2009 7:43 AM
To: david.hayward@cityofhenderson.com; McCormick, John
Subject: ADKT 411

Attachments: img-090303073243-0001.pdf; Indigent Defense Plan08.doc; WordPerfect 6.1



img-090303073243- Indigent Defense Court Appointed
0001.pdf (1 M... Plan08.doc (2... Attorney Contr...

John,

I mailed our plan on June 10, 2008. I was wondering why I never heard back from anyone on it. I should have followed up. Let me know if you have any problems opening the attached copies or if you have any questions.

Debbie

Debbie Miller
Court Administrator
North Las Vegas Municipal Court
(702) 633-1148
(702) 633-2479 fax
millerd@cityofnorthlasvegas.com

>>> <DoNotReply@cityofnorthlasvegas.com> 3/3/2009 7:33 am >>>