

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

MEMORANDUM

TO: Tracie Lindeman, Clerk of Court
FROM: Jamie Gradick, Rural Courts Coordinator
DATE: August 31, 2016
SUBJECT: Rural Subcommittee - Caseload Standards Data

FILED

AUG 31 2016

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

Attached are rural attorney caseload worksheets and contracts as compiled by the Rural Subcommittee of the Indigent Defense Commission.

Mr. John Lambrose, as co-chair of the Rural Subcommittee, requests that the attached documents be included in the ADKT 411 file.

Please contact me at (775) 687-9808 (extension 79808) or at jgradick@nvcourts.nv.gov if I can provide additional information.

16-27118

Bradshaw - Elko County

FYI - I do not have an actual contract with Elko.

Rural Contract Counsel Reporting Form

| | |
|--|--|
| <input type="checkbox"/> Fiscal or <input checked="" type="checkbox"/> Calendar Year | 2016 |
| Misdemeanor Appointments | 4 |
| Gross Misdemeanor Appointments | 1 [inc. in mudo] |
| Felony Appointments | 1 [inc. in mudo] |
| Misdemeanor Trials | 1 (probation - not from referral list) |
| Gross Misdemeanor Trials | n/a |
| Felony Trials | n/a |
| Fee Requests for an Expert | n/a |
| Fee Requests for an Investigator | n/a |
| Fee Requests for Additional Services | n/a |

I am simply on referral/contract list at court.

My focus is personal injury so my ability to handle criminal cases is limited. I take them when I can provide best legal services possible.
Thank you!

Kristine Brown - Douglas County

Fiscal Year 2015/2016

DOUGLAS COUNTY

NAME/BAR # Kristine L. Brown #3026

| CASES | ADULT FELONY | ADULT GROSS MISD | ADULT MISD. | JUVENILE | 432B | TOTAL # OF CASES |
|---|-----------------|------------------------|----------------|----------|------|------------------------|
| CASES AT BEGINNING OF FY | 32 | 2 | 56 | 8 | 7 | 105 |
| CASES ASSIGNED | 65 | 20 | 124 | 5 | 7 | 221 |
| CASES REOPENED | 10 | 0 | 18 | 3 | 0 | 31 |
| CASES AT END OF YEAR | 14 | 2 | 41 | 14 | 12 | 80 |
| TOTAL CASES RESOLVED/ADJUDICATED | 93 | 20 | 157 | 2 | 2 | 274 |
| NUMBER OF TRIALS | 0 | 0 | 7 | 1 | 0 | |
| NUMBER OF TIMES INVESTIGATOR REQUESTED | 2 | 0 | 0 | 0 | 0 | |
| NUMBER OF TIMES EXPERT FEES REQUESTED | 31 | 1 | 6 | 1 | 0 | |
| NUMBER OF TIMES ADDITIONAL FEES REQUESTED FOR SERVICES | 0 | 0 | 0 | 0 | 0 | |
| SUPREME COURT APPEALS | | | | | | |
| APPEALS AT BEGINNING OF YEAR | 1 | | | | | |
| APPEALS FILED | 0 | | | | | |
| APPEALS AT END OF YEAR | 0 | | | | | |
| Total # resolved: | 1 | | | | | |
| DISTRICT COURT APPEALS | | | | | | |
| APPEALS AT BEGINNING OF YEAR | 1 | | | | | |
| APPEALS FILED | 1 | | | | | |
| APPEALS AT END OF YEAR | 0 | | | | | |
| Total # Resolved: | 2 | | | | | |
| WRITS | | | | | | |
| WRITS AT BEGINNING OF YEAR | 0 | | | | | |
| WRITS FILED | 1 | | | | | |
| WRITS AT END OF YEAR | 0 | | | | | |
| Total # Resolved: | 1 | | | | | |
| PROBATION | | | | | | |
| STATE PROBATION VIOLATION | 13 | | | | | |
| MISDEMEANOR VIOLATION | 78 | | | | | |
| OTHER: | | | | | | |
| Parole Hearings | 2 | | | | | |
| Termination of Parental Rights | 0 | | | | | |

FILED

NO. 2016-136

2016 JUN 22 PM 12:12

DOUGLAS COUNTY

CLERK

BY [Signature] DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
KRISTINE L. BROWN, ESQ.
THE LAW OFFICE OF KRISTINE L. BROWN, LLC
1190 HIGH SCHOOL STREET, SUITE A
GARDNERVILLE, NEVADA 89410
FOR
INDIGENT LEGAL SERVICES

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Douglas County desires to employ an experienced attorney, Kristine L. Brown, Esq. with the Law Office Kristine L. Brown, LLC, (hereinafter Attorney) to provide legal services to those indigents involved in the Courts in Douglas County; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Attorney represents that she is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.**

Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. **WORK TO BE PERFORMED.**

The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a Court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including appeals and revocation of probation or parole, but not postconviction proceedings.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to

have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128. Attorney will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours, per case, for appointments pursuant to NRS 128.100.

D. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, the Attorney must immediately notify the Court.

E. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court.

F. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept the appointed case. The Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next firm in the rotation will be appointed.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney agrees to staff and maintain an office in Douglas County, Nevada. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

C. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Attorney agrees to perform the work set forth in paragraph two at a cost not to exceed \$195,833.33. The County will make the payment to attorney on a quarterly basis in the amount of \$48,958.33. The Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem.

B. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4)

(a)-(d), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

5. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.

The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Attorney is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A to 616D, throughout the entire term of the contract. Attorney must, provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain their professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the Senior Judge of the Ninth Judicial District Court if they are brought before the Nevada State Bar on an ethics charge or if they are arrested for a crime.

B. Contractor also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Douglas County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 45 calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, and all pending cases that were produced for this contract must be

immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the District Court Judges. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. There is no requirement to have District Court Judges approval for substitutions that are less than twenty-five (25) judicial days per year.

10. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

11. DELEGATION OF AUTHORITY.

The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this contract. Such designations include the development of factors for determining whether a person is indigent; assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order monthly time summaries from attorneys; preparing vouchers for the quarterly payments to Attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

12. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

13. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

14. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

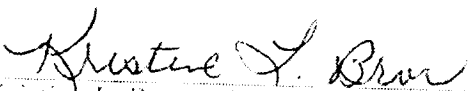
15. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

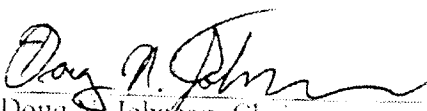
Douglas County Manager
P.O. Box 218
Minden, NV 89423

Kristine L. Brown, Esq.
The Law Office Kristine L. Brown, LLC
1190 High School Street, Suite A
Gardnerville, NV 89410

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

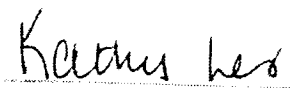

Kristine L. Brown, Esq.
The Law Office Kristine L. Brown, LLC

4/29/16
(date)


Doug A. Johnson, Chairman
Board of County Commissioners

6/16/16
(date)

Attest:


Kathy Lewis, Douglas County Clerk


6/17/16
(date)

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of June, 2016
By  Deputy

END OF DOCUMENT

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between Eureka County, Nevada
Acting By and Through Its

Board of County Commissioners
P.O. Box 694, Eureka, NV 89316
Phone: (775) 237-7211 Fax: (775) 237-5212

And

Kelly C. Brown, PLLC
1139 East Aultman Street
Ely, Nevada 89301

P.O. Box 151117
Ely, Nevada 89315

775-293-8080
kbrown@KBNVLaw.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of Eureka County;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Board of County Commissioners.

2. DEFINITIONS. "County" means the County of Eureka, a political subdivision of the State of Nevada. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from July 1, 2015 to June 30, 2017, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 90 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: COUNTY SOLICITATION OR RFP # and AMENDMENT(S);
ATTACHMENT B: INSURANCE SCHEDULE; AND
ATTACHMENT C: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any County specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$40,000.00 per year, not to exceed of \$80,000 for this two year contract, with the understanding that Chapter 7 of the Nevada Revised Statutes (attorneys and counselors at law) guides any claim for additional costs, with the total Contract or installments payable, quarterly, beginning September 30, not to exceed \$10,000.00 per quarter. The County does not agree to reimburse Contractor for expenses unless otherwise specified in this Contract or the incorporated attachments. Any intervening end to an appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of the Board of County Commissioners's appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product (unless protected by privilege or otherwise confidential) shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners, state and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for County-employed attorneys.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

| <u>Contractor's Initials</u> | |
|--|--------------|
| YES | NO |
| 1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work? | _____ R/B |
| 2. Will the Contracting Agency be providing training to the independent contractor? | _____ R/B |
| 3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? | _____ R/B |
| 4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the County? | _____ R/B |
| 5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ R/B |
| 6. Will the County incur an employment liability if the independent contractor is terminated for failure to perform? | _____ R/B |
| 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the County? | _____ R/B |

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment B, incorporated hereto by attachment. The County shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

Revised 05/12

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and
 - 2) The County has approved the insurance policies provided by the Contractor.
- Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract and the County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment B, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the County of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the County under the terms of this Contract;
- whichever occurs later. Any insurance or self-insurance available to the County shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the County, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the County, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the County.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of Contractor. The certificate must name the County, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The County project/contract number, description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the County with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, subsection a above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the County.

21. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of

the County (unless protected by privilege or otherwise confidential) and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES

- a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Seventh Judicial District Court, Eureka, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Kelly Brown 3/11/15
Independent Contractor's Signature Date

OWNER, KELLY C. BROWN, PLLC
Independent's Contractor's Title

APPROVED BY BOARD OF EUREKA COUNTY COMMISSIONERS

Signature - County Commission Chairman

On March 5, 2015
(Date)

Approved as to form by:

Eureka County District Attorney

On _____
(Date)

ATTEST: _____
Clerk of the Board

On _____
(Date)

ATTACHMENT A
SOLICITATION OR RFP #

(This is a professional services contract; no RFP was prepared)

ATTACHMENT B
INSURANCE SCHEDULE

(Insert appropriate contract insurance schedules)

Proof of insurance is waived by the County

ATTACHMENT C
CONTRACTOR'S RESPONSE

11 pages including:
Cover letter
Scope of services
List of advantages
Resume
Order of SCR 250 qualification

Rural Contract Counsel Reporting Form

| | |
|--|--------------|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | 7/15 to 6/16 |
| Misdemeanor Appointments | 8 |
| Gross Misdemeanor Appointments | 1 |
| Felony Appointments | 9 |
| Misdemeanor Trials | 2 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 0 |
| Fee Requests for Additional Services | 0 |

Cavanaugh - Bill - Elko County

Rural Contract Counsel Reporting Form

| | |
|--|---|
| <input type="checkbox"/> Fiscal or <input checked="" type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments 11 | 2 |
| Gross Misdemeanor Appointments 111 | 3 |
| Felony Appointments 111-11 | 7 |
| Misdemeanor Trials | 0 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 0 |
| Fee Requests for Additional Services | 0 |

Johnston - Lyon County

Rural Contract Counsel Reporting Form

| | |
|--|---|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | 2/1/16 - 7/31/16 |
| Misdemeanor Appointments | 128 (56 were in conjunction w/ FELONY CASES) |
| Gross Misdemeanor Appointments | 5 |
| Felony Appointments | 97 |
| Misdemeanor Trials | NONE TO DATE, BUT HAVE 5 SET FOR TRIAL. |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | ONE TO VERDICT IN JULY, WITH 5 MORE SET. |
| Fee Requests for an Expert | 2 |
| Fee Requests for an Investigator | 3 |
| Fee Requests for Additional Services | 0 |

AGREEMENT FOR PUBLIC DEFENDER SERVICES
FEBRUARY 1 THROUGH JUNE 30, 2016

This Agreement is hereby made and entered into this 1st day of FEBRUARY, 2016, by and between JOHNSTON LAW OFFICE, P.C., A NEVADA PROFESSIONAL CORPORATION, hereinafter referred to as "Attorney" and Lyon County, a political subdivision of the State of Nevada, hereinafter referred to as "County."

PART A - APPOINTMENT AS PUBLIC DEFENDER

1. The Lyon County Board of County Commissioners shall appoint Attorney as one of three Public Defenders of Lyon County, pursuant to Lyon County Code 1.09.01 and NRS 260.010. The parties agree that approval of this Agreement by the Board of Commissioners constitutes appointment as Public Defender for a three (5) MONTH period, commencing February 1, 2016 and ending June 30, 2016.

2. Attorney agrees that he is a Public Defender pursuant to Chapter 260 of Nevada Revised Statute and Lyon County Code 1.09.01.

PART B - ADULT CRIMINAL CASES

1. Upon assignment to an adult criminal case, Attorney agrees to perform the services of an attorney in the defense of indigent persons charged with a criminal offense.

2. In any case to which Attorney is assigned, Attorney shall prepare the criminal investigation, trial preparation and defense which is required to provide a full professional defense of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the Defendant at all stages of the proceedings, including sentencing. Attorney shall be required to represent the Defendant on any appeal to the Third Judicial District Court or the Nevada Supreme Court whether based upon a preliminary matter or final judgment.

4. Attorney agrees to provide full professional services for all matters in any Lyon County or regional drug court.

PART C - EXTRAORDINARY CASES/CAPITAL CASES

1. The consortium of attorneys comprising the public defenders office, agrees to provide representation in all non-extraordinary and capital cases. Consistent with the Nevada Supreme Court Rules (SCR), including SCR 250, the public defenders office will assist a SCR 250 qualified attorney in the representation of one (1) extraordinary/capital case each contract year. The contract year is defined as July 1 through June 30, and the date is determined by when the offense is committed. In the event of a multiple defendant extraordinary or capital case or a second or subsequent capital case being committed in any contract year, Attorney agrees to provide representation to each additional defendant at the rate of ONE HUNDRED TWENTY-FIVE (\$125.00) per. Should any of the public defenders become capital case qualified pursuant to SCR

250, the attorney and county will negotiate representation in the same manner as any other capital case certified attorney. Should an unforeseen circumstance arise in a capital or extraordinary case, Attorney agrees to immediately contact the Lyon County Manager and negotiate a responsible resolution.

PART D - JUVENILE COURT PROCEEDINGS AND PROCEEDINGS PURSUANT TO NRS 432B

1. Upon appointment to a juvenile case or a case arising under Chapter 432B of the Nevada Revised Statutes, either by Juvenile Master or the Court, Attorney agrees to perform the services of an attorney in the representation of such person.

2. In any case to which Attorney is appointed, Attorney shall prepare the investigation, trial preparation and defense which is required to provide a full professional representation of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the person at all stages of the proceedings including fact-finding and final disposition. Attorney shall be required to represent the person on appeal to the District Court or Nevada Supreme Court, whether based upon a preliminary matter or final judgment.

PART E - PROBATION AND PAROLE REVOCATION PROCEEDINGS

1. If proceedings are commenced to revoke any probation or parole which was granted to a Defendant, the Attorney shall represent the Defendant at the probation revocation proceedings if the Court appoints Attorney on the case, or parole revocation proceedings if the Defendant requests Attorney's services or Attorney is appointed by a person authorized to so appoint.

2. In any case to which Attorney is appointed, Attorney shall prepare the criminal investigation, trial preparation and defense which is required to provide a full professional defense of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the Defendant at all stages of the probation and parole revocation proceedings. Attorney shall represent the Defendant on any appeal to the Nevada Supreme Court, whether based upon a preliminary matter or final judgment.

PART F - OFFICE

1. Attorney agrees to staff and maintain an office in Lyon County, Nevada, independent from any office of another Public Defender contracting with Lyon County. Attorney may have space in the same building as another Public Defender provided that any office will be independent with the other Public Defenders such that there is no conflict of interest or violation of Supreme Court Rules or Rules of Professional Conduct governing conflicts of interest created by attorney's staff. Attorney agrees to furnish to the Justice Courts, District Courts, Lyon County Sheriff's Office and District Attorney a phone number for use after hours in any emergency that may

arise where Attorney's services are requested. Attorney agrees to cooperate with County to establish at no additional cost to County a system whereby appointed defendants incarcerated in the Lyon County Jail can call the attorney at no charge.

2. The expense of office space, telephone, fax, computer, furniture, equipment, supplies, and secretarial services suitable for conduct of attorney's practice as required by this Agreement are the sole responsibility of Attorney. Attorney's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5).

PART G – REPORTING

1. Attorney shall report quarterly to the County Manager and Board of County Commissioners the following information:

A. Adult criminal cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor, and court); and, (3) other pertinent information requested by the County Manager.

B. Extraordinary Cases/Capital Cases: (1) Number of cases pending; (2) additional costs incurred and charged to County on the case; (3) other pertinent information requested by the County Manager.

C. Juvenile Cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor and court; (3) number of probation violations handled and resolved; (4) number of parole violations handled and resolved; and, (5) other pertinent information requested by the County Manager.

D. NRS 432B Cases: (1) number of cases opened; (2) number of children represented; (3) number of adults represented; and, (4) other pertinent information requested by the County Manager.

E. Probation and Parole Violations: (1) number of cases opened, separated by probation and parole violation; and, (2) other pertinent information requested by the County Manager.

2. Attorney shall provide this information in a format approved by and acceptable to the County Manager.

3. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, Attorney agrees to provide and maintain that information at no additional cost to County.

4. Attorney is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the Attorney should attempt to resolve the matter with the County Manager and, if necessary, the Board of County Commissioners.

PART H - INSURANCE

1. Attorney will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in the policy limits of at least \$500,000, during the term of this Agreement. Attorney will maintain workers compensation insurance as required by Nevada law.

Attorney will provide proof of this insurance coverage to County during the term of this Agreement. The policies must be written with an insurance carrier authorized to do this type of insurance in the State of Nevada. The premium expense for this coverage is the responsibility of the Attorney.

PART I - PRIVATE LAW PRACTICE

1. Attorney may maintain a private law practice and may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this Agreement. Attorney may, to the extent permitted by the Supreme Court Rules, Rules of Professional Conduct, and applicable law, represent clients in matters before boards and commissions of Lyon County. Attorney agrees not to file on behalf of, or represent clients in any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners acts as governing body.

PART J - COMPENSATION

1. County agrees to pay to Attorney and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND SIXTY-EIGHT CENTS (\$135,505.68) for Fiscal year 2013-2014, ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND SIXTY-EIGHT CENTS (\$135,505.68) for Fiscal year 2014-2015, ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND SIXTY-EIGHT CENTS (\$135,505.68) for Fiscal year 2015-2016, commencing July 1, 2013 and ending June 30, 2016, in equal monthly installments of ELEVEN THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND FOURTEEN CENTS (\$11,292.14), due on or before the 5th of each month.

1. Because of the current budget crisis, the attorney, along with the other two attorneys mentioned in Part N, has accepted the above compensation, which was the compensation for the last three-year contract. If the budget crisis lessens, the attorney has the right, prior to July 1st of each year of this contract, to renegotiate the amount of compensation.

2. Attorney may secure reimbursement from County for investigative, required expert or other services necessary for an adequate defense in any assigned matter in the manner set forth in NRS 7.135, 7.145 and 7.155.

3. Attorney understands that this Agreement is for public defender services pursuant to NRS 260.010 through NRS 266.080 and that the provisions as set forth in NRS 7.125 are not applicable, and Attorney is not entitled to any compensation or reimbursement pursuant to NRS 7.125.

4. Mileage and travel expenses of Attorney are the responsibility of Attorney and County will not pay additional for mileage or travel.

PART K - INDEPENDENT CONTRACTOR

1. Attorney understands that this Agreement is for professional services as an independent contractor and does not create an employer/employee relationship. County does not

control the means by which Attorney provides services. Attorney is not an employee of County and there will be no withholding of income tax or other taxes by County, no provision for workers compensation insurance by County, no group insurance benefits available to County employees, no retirement benefits, and no accumulation of vacation or sick leave or any other employee benefit available to Lyon County employees.

PART L - AMENDMENT/CANCELLATION/OPTION YEAR

1. The parties agree that this Agreement can only be amended by agreement of the parties in writing.

2. This Agreement may be terminated by either party after ninety (90) days written notice to the other party. Attorney serves at the pleasure of the Board of County Commissioners pursuant to NRS 266.010. This Agreement may be terminated for cause at any time. In the event of termination of this Agreement for any reason, the total compensation due Attorney shall be reduced to the proportionate number of days worked by Attorney.

3. This Agreement may be renewed for the additional terms of one (1), two (2) or three (3) years commencing July 1, 2016 at the same or different compensation, as agreed upon by the parties, unless canceled or terminated by the parties as provided herein. Any renewal shall be in writing and must be approved with the same formality as this Agreement.

PART M - ASSIGNMENT AND DELEGATION

1. County is contracting for the personal and professional services of Attorney. This Agreement or any portion thereof, is not assignable to any other Attorney without the express approval of the Board of County Commissioners.

2. Attorney shall have the authority to contract with and/or employ other qualified attorneys to assist in the performance of this Agreement without prior approval of County. The costs associated with the employment/contract with others shall be paid by Attorney. Attorney may not contract with or employ any other attorney who has a contract to provide public defender services or conflict defender services for Lyon County, except for a short duration, not to exceed ninety (90) days, when one of the Public Defenders is unable to perform because of illness or disability, and such arrangement is approved in writing by the County Manager.

3. Attorney agrees to indemnify and hold harmless County, its officers, agents, and employees from all damages or suits brought by or against any contractor or employee of Attorney related to the services provided by that contractor or employee pursuant to Part M, paragraph 2 of this Agreement.

PART N - CONFLICTS

1. Attorney realizes that there will be two other attorneys who will have executed a similar agreement and agrees to cooperate with the other attorneys to insure that all courts are adequately covered by one or more of the attorneys.

2. Attorney shall cooperate with the other two public defenders to ensure, to the

extent possible under ethical considerations, that all cases are covered and that any conflicts are resolved by the three Public Defenders. Attorney is not entitled to additional compensation for conflict cases. Attorney is not obligated to provide additional attorneys should a case arise where there is an insufficient number of public defenders to ethically represent all defendants.

PART O - DISPUTE RESOLUTION

1. If any dispute arises over the interpretation of this Agreement or the performance of this Agreement, Attorney shall contact the County Manager and attempt to resolve the matter. If the County Manager and Attorney cannot agree, Attorney may request that the matter be brought before the Board of County Commissioners for discussion and possible resolution.

2. Any action to enforce the terms of this Agreement must be brought in the Third Judicial District Court of the State of Nevada, in and for the County of Lyon.

PART P - ENTIRE AGREEMENT/GOVERNING LAW

1. This agreement constitutes the entire agreement between the parties and shall be interpreted according to Nevada law.

This Agreement is approved and entered into this 1st day of February, 2016.

LYON COUNTY



By: Chairman, Board of Lyon
County Commissioners

Attest:


County Clerk

This Agreement is approved and entered into this 11th day of February, 2016.

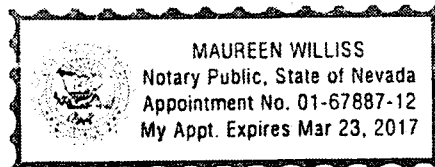


Brad Johnston, President
Johnston Law Offices, P.C.
A Nevada Professional Corporation

STATE OF NEVADA)
) ss.
COUNTY OF Lyon)

On this 11th day of February, 2016, personally appeared before me, the undersigned Notary Public in and for said County of State, BRAD JOHNSTON, known to me to be the person who executed the foregoing Agreement for the uses and purposes herein mentioned.


NOTARY PUBLIC



AGREEMENT FOR PUBLIC DEFENDER SERVICES
JULY 1, 2016 THROUGH JUNE 30, 2017

This Agreement is hereby made and entered into this 7th day of July, 2016, by and between JOHNSTON LAW OFFICE, P.C., A NEVADA PROFESSIONAL CORPORATION, hereinafter referred to as "Attorney" and Lyon County, a political subdivision of the State of Nevada, hereinafter referred to as "County."

PART A - APPOINTMENT AS PUBLIC DEFENDER

1. The Lyon County Board of County Commissioners shall appoint Attorney as one of three Public Defenders of Lyon County, pursuant to Lyon County Code 1.09.01 and NRS 260.010. The parties agree that approval of this Agreement by the Board of Commissioners constitutes appointment as Public Defender for a one (1) year period, commencing July 1, 2016 and ending June 30, 2017.

2. Attorney agrees that he is a Public Defender pursuant to Chapter 260 of Nevada Revised Statute and Lyon County Code 1.09.01.

PART B - ADULT CRIMINAL CASES

1. Upon assignment to an adult criminal case, Attorney agrees to perform the services of an attorney in the defense of indigent persons charged with a criminal offense.

2. In any case to which Attorney is assigned, Attorney shall prepare the criminal investigation, trial preparation and defense which is required to provide a full professional defense of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the Defendant at all stages of the proceedings, including sentencing. Attorney shall be required to represent the Defendant on any appeal to the Third Judicial District Court or the Nevada Supreme Court whether based upon a preliminary matter or final judgment.

4. Attorney agrees to provide full professional services for all matters in any Lyon County or regional drug court.

PART C - EXTRAORDINARY CASES/CAPITAL CASES

1. The consortium of attorneys comprising the public defenders office, agrees to provide representation in all non-extraordinary and capital cases. Consistent with the Nevada Supreme Court Rules (SCR), including SCR 250, the public defenders office will assist a SCR 250 qualified attorney in the representation of one (1) extraordinary/capital case each contract year. The contract year is defined as July 1 through June 30, and the date is determined by when the offense is committed. In the event of a multiple defendant extraordinary or capital case or a second or subsequent capital case being committed in any contract year, Attorney agrees to provide representation to each additional defendant at the rate of ONE HUNDRED TWENTY-FIVE (\$125.00) per. Should any of the public defenders become capital case qualified pursuant to SCR

250, the attorney and county will negotiate representation in the same manner as any other capital case certified attorney. Should an unforeseen circumstance arise in a capital or extraordinary case, Attorney agrees to immediately contact the Lyon County Manager and negotiate a responsible resolution.

PART D - JUVENILE COURT PROCEEDINGS AND PROCEEDINGS PURSUANT TO NRS 432B

1. Upon appointment to a juvenile case or a case arising under Chapter 432B of the Nevada Revised Statutes, either by Juvenile Master or the Court, Attorney agrees to perform the services of an attorney in the representation of such person.

2. In any case to which Attorney is appointed, Attorney shall prepare the investigation, trial preparation and defense which is required to provide a full professional representation of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the person at all stages of the proceedings including fact-finding and final disposition. Attorney shall be required to represent the person on appeal to the District Court or Nevada Supreme Court, whether based upon a preliminary matter or final judgment.

PART E - PROBATION AND PAROLE REVOCATION PROCEEDINGS

1. If proceedings are commenced to revoke any probation or parole which was granted to a Defendant, the Attorney shall represent the Defendant at the probation revocation proceedings if the Court appoints Attorney on the case, or parole revocation proceedings if the Defendant requests Attorney's services or Attorney is appointed by a person authorized to so appoint.

2. In any case to which Attorney is appointed, Attorney shall prepare the criminal investigation, trial preparation and defense which is required to provide a full professional defense of the case.

3. In any case which is to be performed by Attorney, Attorney shall represent the Defendant at all stages of the probation and parole revocation proceedings. Attorney shall represent the Defendant on any appeal to the Nevada Supreme Court, whether based upon a preliminary matter or final judgment.

PART F - OFFICE

1. Attorney agrees to staff and maintain an office in Lyon County, Nevada, independent from any office of another Public Defender contracting with Lyon County. Attorney may have space in the same building as another Public Defender provided that any office will be independent with the other Public Defenders such that there is no conflict of interest or violation of Supreme Court Rules or Rules of Professional Conduct governing conflicts of interest created by attorney's staff. Attorney agrees to furnish to the Justice Courts, District Courts, Lyon County Sheriff's Office and District Attorney a phone number for use after hours in any emergency that may

arise where Attorney's services are requested. Attorney agrees to cooperate with County to establish at no additional cost to County a system whereby appointed defendants incarcerated in the Lyon County Jail can call the attorney at no charge.

2. The expense of office space, telephone, fax, computer, furniture, equipment, supplies, and secretarial services suitable for conduct of attorney's practice as required by this Agreement are the sole responsibility of Attorney. Attorney's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5).

PART G – REPORTING

1. Attorney shall report quarterly to the County Manager and Board of County Commissioners the following information:

A. Adult criminal cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor, and court); and, (3) other pertinent information requested by the County Manager.

B. Extraordinary Cases/Capital Cases: (1) Number of cases pending; (2) additional costs incurred and charged to County on the case; (3) other pertinent information requested by the County Manager.

C. Juvenile Cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor and court; (3) number of probation violations handled and resolved; (4) number of parole violations handled and resolved; and, (5) other pertinent information requested by the County Manager.

D. NRS 432B Cases: (1) number of cases opened; (2) number of children represented; (3) number of adults represented; and, (4) other pertinent information requested by the County Manager.

E. Probation and Parole Violations: (1) number of cases opened, separated by probation and parole violation; and, (2) other pertinent information requested by the County Manager.

2. Attorney shall provide this information in a format approved by and acceptable to the County Manager.

3. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, Attorney agrees to provide and maintain that information at no additional cost to County.

4. Attorney is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the Attorney should attempt to resolve the matter with the County Manager and, if necessary, the Board of County Commissioners.

PART H - INSURANCE

1. Attorney will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in the policy limits of at least \$500,000, during the term of this Agreement. Attorney will maintain workers compensation insurance as required by Nevada law.

Attorney will provide proof of this insurance coverage to County during the term of this Agreement. The policies must be written with an insurance carrier authorized to do this type of insurance in the State of Nevada. The premium expense for this coverage is the responsibility of the Attorney.

PART I - PRIVATE LAW PRACTICE

1. Attorney may maintain a private law practice and may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this Agreement. Attorney may, to the extent permitted by the Supreme Court Rules, Rules of Professional Conduct, and applicable law, represent clients in matters before boards and commissions of Lyon County. Attorney agrees not to file on behalf of, or represent clients in any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners acts as governing body.

PART J - COMPENSATION

1. County agrees to pay to Attorney and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of:

ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000.00) for Fiscal year 2016-2017, commencing July 1, 2016 and ending June 30, 2017, in equal monthly installments of:

Fiscal Year 2016-2017-THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS \$13,750.00 due on or before the 5th of each month.

1. Attorney may secure reimbursement from County for investigative, required expert or other services necessary for an adequate defense in any assigned matter in the manner set forth in NRS 7.135, 7.145 and 7.155.

2. Attorney understands that this Agreement is for public defender services pursuant to NRS 260.010 through NRS 266.080 and that the provisions as set forth in NRS 7.125 are not applicable, and Attorney is not entitled to any compensation or reimbursement pursuant to NRS 7.125.

3. Mileage and travel expenses of Attorney are the responsibility of Attorney and County will not pay additional for mileage or travel.

PART K - INDEPENDENT CONTRACTOR

1. Attorney understands that this Agreement is for professional services as an independent contractor and does not create an employer/employee relationship. County does not control the means by which Attorney provides services. Attorney is not an employee of County and there will be no withholding of income tax or other taxes by County, no provision for workers compensation insurance by County, no group insurance benefits available to County employees, no

retirement benefits, and no accumulation of vacation or sick leave or any other employee benefit available to Lyon County employees.

PART L - AMENDMENT/CANCELLATION/OPTION YEAR

1. The parties agree that this Agreement can only be amended by agreement of the parties in writing.

2. This Agreement may be terminated by either party after ninety (90) days written notice to the other party. Attorney serves at the pleasure of the Board of County Commissioners pursuant to NRS 266.010. This Agreement may be terminated for cause at any time. In the event of termination of this Agreement for any reason, the total compensation due Attorney shall be reduced to the proportionate number of days worked by Attorney.

3. This Agreement may be renewed for the additional terms of one (1), two (2) or three (3) years commencing July 1, 2017 at the same or different compensation, as agreed upon by the parties, unless canceled or terminated by the parties as provided herein. Any renewal shall be in writing and must be approved with the same formality as this Agreement.

PART M - ASSIGNMENT AND DELEGATION

1. County is contracting for the personal and professional services of Attorney. This Agreement or any portion thereof, is not assignable to any other Attorney without the express approval of the Board of County Commissioners.

2. Attorney shall have the authority to contract with and/or employ other qualified attorneys to assist in the performance of this Agreement without prior approval of County. The costs associated with the employment/contract with others shall be paid by Attorney. Attorney may not contract with or employ any other attorney who has a contract to provide public defender services or conflict defender services for Lyon County, except for a short duration, not to exceed ninety (90) days, when one of the Public Defenders is unable to perform because of illness or disability, and such arrangement is approved in writing by the County Manager.

3. Attorney agrees to indemnify and hold harmless County, its officers, agents, and employees from all damages or suits brought by or against any contractor or employee of Attorney related to the services provided by that contractor or employee pursuant to Part M, paragraph 2 of this Agreement.

PART N - CONFLICTS

1. Attorney realizes that there will be two other attorneys who will have executed a similar agreement and agrees to cooperate with the other attorneys to insure that all courts are adequately covered by one or more of the attorneys.

2. Attorney shall cooperate with the other two public defenders to ensure, to the extent possible under ethical considerations, that all cases are covered and that any conflicts are resolved by the three Public Defenders. Attorney is not entitled to additional compensation for conflict cases. Attorney is not obligated to provide additional attorneys should a case arise where

there is an insufficient number of public defenders to ethically represent all defendants.

PART O - DISPUTE RESOLUTION

1. If any dispute arises over the interpretation of this Agreement or the performance of this Agreement, Attorney shall contact the County Manager and attempt to resolve the matter. If the County Manager and Attorney cannot agree, Attorney may request that the matter be brought before the Board of County Commissioners for discussion and possible resolution.

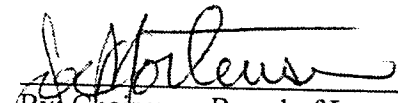
2. Any action to enforce the terms of this Agreement must be brought in the Third Judicial District Court of the State of Nevada, in and for the County of Lyon.

PART P - ENTIRE AGREEMENT/GOVERNING LAW

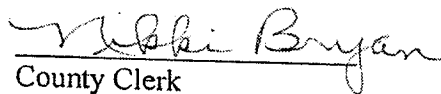
1. This agreement constitutes the entire agreement between the parties and shall be interpreted according to Nevada law.

This Agreement is approved and entered into this 1st day of February, 2016.

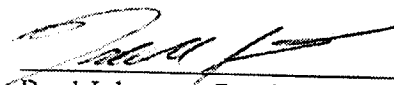
LYON COUNTY


By: Chairman, Board of Lyon
County Commissioners

Attest:


County Clerk

This Agreement is approved and entered into this 7th day of July, 2016.


Brad Johnston, President
Johnston Law Offices, P.C.
A Nevada Professional Corporation

STATE OF NEVADA)
) ss.
COUNTY OF Lyon)

On this 15th day of July, 2016, personally appeared before me, the undersigned Notary Public in and for said County of State, BRAD JOHNSTON, known to me to be the person who executed the foregoing Agreement for the uses and purposes herein mentioned.


NOTARY PUBLIC



COUNTY: Douglas Co.

NAME: Jamie C. Henry, Esq., Bar No. 11395

Fiscal Calendar Year 2015/2016

CASES:

| | |
|-----------------------------|-----|
| Misdemeanors | 159 |
| Gross Misdemeanors | 15 |
| Felonies | 77 |
| TOTAL CASES ASSIGNED | |
| | |
| | |

TRIAL:

| | |
|--------------------------|------------|
| Misdemeanor Trials | 8 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 1 (Murder) |
| | |

OTHER:

| | |
|--------------------------------------|----|
| Fees Requests for an Expert | 13 |
| Fee Request for an Investigator | 2 |
| Fee Requests for Additional Services | 0 |
| | |

Gent — Nye County

Rural Contract Counsel Reporting Form

| | |
|--|-----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 253 |
| Gross Misdemeanor Appointments | 71 |
| Felony Appointments | 159 |
| Misdemeanor Trials | 22 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 6 |
| Fee Requests for an Expert | 9 |
| Fee Requests for an Investigator | 7 |
| Fee Requests for Additional Services | 7 |

CONTRACT FOR PROFESSIONAL SERVICES

Between
Nye County, Nevada
and
Nathan Gent

For PUBLIC DEFENDER SERVICES

WHEREAS, Nye County is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Nye County desires to provide public defender services, pursuant to the provisions of Chapter 2.48 of the Nye County Code, to those indigents involved in the criminal courts in Nye County through the appointment of a consortium of attorneys acting independently and separately; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Nye County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a court in Nye County has determined to be indigent, except for capital cases. The representation will include all stages of the criminal proceedings including direct appeals, revocation of probation or parole and specialty courts. The Attorney will be primary counsel for courts located in Pahrump. Attorney further agrees to handle conflict cases that may arise in Tonopah and Beatty if no other consortium counsel is available for appointment.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision when a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. Attorney agrees to attend Justice Court 72-hour in-custody hearings on a rotating basis with other consortium counsel as scheduled.

E. Attorney shall continue to perform services for any appointed client for which said attorney is counsel of record on the effective date of this agreement. Compensation for such services performed after the effective date of this agreement shall be paid in accordance with this agreement only.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney shall conduct representation of clients in such manner so as not to create conflicts with other attorneys within the consortium. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court and the County Manager or his or her designee.

C. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise in which Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs, travel to court and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

D. Attorney shall cooperate with other counsel within the consortium, to the extent possible under ethical considerations, to ensure all cases are covered and any conflicts are resolved by the consortium of attorneys. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) per year. The County will make the payment to attorney on a quarterly basis in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) in advance on the first day of July, October, January and April.

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the court ordering said extraordinary services.

C. The compensation specified above is for services as a public defender and is in lieu of the statutorily prescribed fees codified in NRS 7.125. In the event Attorney shall be appointed to represent a client on a matter not provided for in this agreement, Attorney agrees to provide representation to each additional client at the rate and in accordance with the provisions of NRS 7.125.

D. Attorney shall be paid for any time and services on cases for which Attorney is counsel of record at the time of the effective date of this agreement at the existing rates. All compensation for any services provided as appointed counsel after the effective date of this agreement shall be in accordance with this agreement only. Attorney shall submit a voucher for compensation of all fees and services earned prior to the effective date of this agreement to the appointing court within ten (10) business days after the effective date of this agreement.

5. INDEPENDENT CONTRACTOR STATUS.

A. The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. Nothing herein contained shall be construed as granting to Nye County the power or right to control the means by which Attorney provides legal services under this agreement. The parties also agree Attorney is not a Nye County employee and that there shall be no:

- (1) Withholding of income taxes by Nye County;
- (2) Industrial insurance coverage provided by Nye County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or Nye County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by Nye County;
- (6) Unemployment compensation coverage provided by Nye County; or
- (7) Any other benefit granted to employees of Nye County

B. Attorney may maintain a private law practice and may engage in the private practice of law that does not conflict with Attorney's professional services required pursuant to this Agreement.

C. Attorney agrees that acceptance of this appointment is as a public defender pursuant to Chapter 260 of the Nevada Revised Statutes and Chapter 2.48 of the Nye County Code.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A through 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of NRS chapters 616A through 616D, inclusive; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain his or her professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the County Manager if he or she is brought before the Nevada State Bar on a charge of professional misconduct for services performed pursuant to this agreement or in his or her private practice or if he or she is arrested for a Crime.

B. Attorney also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Nye County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until ninety (90) calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Nye County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the County Manager or his or her designee. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. The use of a substitute is intended for very short durations on a non-recurring basis. Any use of a substitute attorney on a regular or recurring basis shall constitute an assignment or delegation unless agreed to by the County Manager or his or her designee.

10. REPORTING REQUIREMENTS.

A. Attorney shall make an annual report on or before July 31st of each calendar year to the County Manager covering all cases handled by his or her office during the preceding year in accordance with the provisions of NRS 260.070. Said report shall include a list, by name of defendant, of all cases assigned to Attorney during the preceding fiscal year or current active cases previously assigned to Attorney indicating for each case the type of offenses involved and the manner and date of disposition.

B. Attorney shall maintain records of cases assigned and report such information on or before the 15th day of each month for activities during the preceding calendar month. Reports shall include, but not limited to tracking of number of cases opened and closed, type of offenses, manner of disposition and such other pertinent information as requested by the County Manager. Attorney shall provide such other information as may be required by statute, court order or request from any State agency.

11. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share the costs for the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

12. DELEGATION OF AUTHORITY.

The County Manager may by contract delegate the authority to oversee and implement the provisions of this contract to any attorney within the consortium, which attorney shall be designated as the program coordinator. The program coordinator shall work with the County Manager and courts assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order case reporting summaries from attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. The County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

13. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

14. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

15. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties upon approval of the Nye County Board of County Commissioners.

16. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

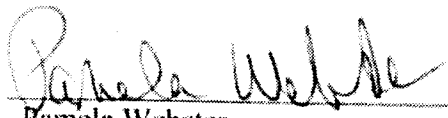
Nye County Manager
P.O. 153
Tonopah, NV 89049

Nathan Gent
1321 S. Hwy. 160, Ste. 3H
Pahrump, Nevada 89048

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

NYE COUNTY

CONTRACTOR


Pamela Webster
County Manager


Nathan Gent

6-16-16
Date: _____

6/17/16
Date: _____

From: Gradick, Jamie jgradick@nvcourts.nv.gov
Subject: FW: Nevada Supreme Court's Indigent Defense Commission - Caseload Information Request
Date: August 18, 2016 at 1:43 PM
To: rwsears@me.com

Good afternoon,

On August 17, 2016, Justice Michael Cherry, as Chair of the Indigent Defense Commission, sent out a request to contract attorneys practicing in the rural counties of Nevada and asked that they provide information regarding their caseload for the last fiscal year. You are receiving this message because the letter of request was sent to you and either came back as "undeliverable" or your data was not received but the Commission. Please review the attached request letter and submit the attached worksheet and your contract (with both Lincoln and White Pine counties) by August 26th, 2016 at 5:00 p.m..

Thank you; enjoy your afternoon!

Jamie Gradick, Rural Courts Coordinator
Nevada Supreme Court / Administrative Office of the Courts
201 S. Carson St, #250
Carson City, NV 89701
(775) 687-9808
jgradick@nvcourts.nv.gov

NOTICE: This e-mail message and any attachments thereto may contain confidential, privileged or non-public information. Use, dissemination, distribution or reproduction of this information by unintended recipients is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy all copies. The opinions expressed in this message are my own, and not necessarily those of the Supreme Court of Nevada.

| Rural Contract Counsel Reporting Form | |
|--|----------------------|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 7/1/15-6/30/16 17 |
| Gross Misdemeanor Appointments | 4 |
| Felony Appointments | 52 |
| Misdemeanor Trials | 3 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 0 |

Jane Berhardy 8-25-16
Prepared by Emma Simon

COPY

CONTRACT FOR PUBLIC DEFENSE SERVICES

The County of White Pine, a political subdivision of the State of Nevada, referred hereafter as "County" or "Contracting Authority," and Jane Eberhardy of Jane Eberhardy Law LLC referred to as "Firm" or "Agency", agree to the provision of public defense services as outlined below for the period from July 1, 2015 to June 30, 2017.

RECITAL

WHEREAS, the State/County has a constitutionally mandated responsibility to provide public defender services under the *U.S. and Nevada Constitutions*;

WHEREAS, the County is authorized pursuant to Nevada Revised Statutes ("NRS") Chapter 260 to create an office of public defender and to fill such office by appointment;

WHEREAS, the County desires to have legal services performed for eligible person entitled to public representation in White Pine County by the Firm, as authorized by law;

WHEREAS, the Firm agrees to provide 1/3 of the public defender services for the County, and the County agrees to pay for, competent, zealous representation to its clients as required by the Nevada Rules of Professional Conduct and NRS 260; and

WHEREAS, the County and the Firm agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients of the Firm.

In consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

I. DURATION OF CONTRACT

This Contract shall commence on July 1, 2015 and terminate on June 30, 2017, unless extended or terminated earlier in a manner allowed by this Contract.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

- A. Eligible client means a defendant, parent, juvenile, or any other person who has been determined by a finding by the Contracting Authority or Court to be entitled to a court-appointed attorney, pursuant to NRS 62D.030, NRS 171.188, and/or NRS 432B.420.
- B. Case; Case Completion: A Case shall mean representation of one person on one charging document. In the event of multiple counts stemming from

separate transactions, additional case credit will be recognized. Completion of a case is deemed to occur when all necessary legal action has been taken during the following period(s):

In criminal cases, from arraignment through disposition, from arraignment through the necessary withdrawal of counsel after the substantial delivery of legal services, or from the entry of counsel into the case (where entry into the case occurs after arraignment through no fault of the Firm) through disposition or necessary withdrawal after the substantial delivery of legal services. Nothing in this definition prevents the Firm from providing necessary legal services to an eligible client prior to arraignment, but payment for such services will require a showing pursuant to the Extraordinary Expenses paragraph below.

In other cases, from appointment through disposition or necessary withdrawal after substantial delivery of legal services.

- C. Disposition: Disposition in criminal cases shall mean: 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that cause number, including but not limited to felony or misdemeanor probation review, that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. No hearing that occurs after 30 days of any of the above will be considered part of case disposition for the purpose of this Contract except that a restitution hearing ordered at the time of original disposition, whether it is held within 30 days or subsequently, shall be included in case disposition. Disposition includes the filing of a notice of appeal and prosecution of an appeal, if applicable.
- D. Representational Services: The services for which the Contracting Authority is to pay the Firm are representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and social work services, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other Firm and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the Contracting Authority is to pay the Firm do not include extraordinary expenses incurred in the representation of eligible clients. The allowance of extraordinary expenses at the cost of the Contracting Authority will be determined by a court of competent jurisdiction in accordance with NRS 7.135-.155 and any other relevant state statute, court rule, and constitutional provisions.
- E. Complex Litigation Cases: Complex Litigation refers solely to all death penalty cases that proceed to trial.

- F. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the Firm, including expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in death penalty cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The Firm is, for all purposes arising out of this Contract, an independent contractor, and neither the Firm nor its employees shall be deemed employees of the Contracting Authority. The Firm shall complete the requirements of this Contract according to the Firm's own means and methods of work, which shall be in the exclusive charge and control of the Firm and which shall not be subject to control or supervision by the Contracting Authority, except as specified herein.

V. FIRM'S EMPLOYEES AND EQUIPMENT

The Firm agrees that it has secured or will secure at the Firm's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract.

VII. PERFORMANCE REQUIREMENTS

The Firm agrees to provide the services and comply with the requirements of this Contract. The number of cases for which such services will be required is 1/3 of all cases requesting and assigned public defender services. Any material breaches of this agreement on the part of the Firm or the Contracting Authority may result in action as described in Section XVIII (Corrective Action) or Section XIX (Termination and Suspension).

The Firm agrees to provide representational services in the following types of cases:

The Firm agrees to staff its cases according to the following provisions:

- A. Continuity of representation at all stages of a case, sometimes referred to as "vertical" representation, promotes efficiency, thoroughness of

representation, and positive attorney/client relations. The Firm agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Contract. Nothing in this section shall prohibit the Firm from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment.

- B. The Firm agrees that an attorney will make contact with all other clients within 5 working days from notification of case assignment.
- C. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Firm agrees to screen all cases for conflict upon assignment and throughout the discovery process, and to notify promptly the appointing court and/or the Contracting Authority when a conflict is discovered. The Firm will refer to the Nevada Rules of Professional Conduct, as interpreted by the Nevada Bar Association and /or opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice in order to determine the existence and appropriate resolution of conflicts.
- D. It is agreed that the Firm will maintain average annual caseloads per full time attorney or full time equivalent (FTE) no greater than the following:

| | |
|---------------------------|-----|
| Felony Cases | 150 |
| Misdemeanor Cases | 400 |
| Juvenile Offender Cases | 200 |
| Juvenile Dependency Cases | 60 |
| Civil Commitment Cases | 250 |
| Contempt of Court Cases | 225 |
| Drug Court Cases | 200 |
| Appeals | 25 |

These numbers assume that the attorney is assigned only cases that fit into one category. If, instead, a FTE attorney spends half of her time on felony cases and half of her time on misdemeanor cases, she would be expected to carry an annual caseload no greater than 75 felonies and 150 misdemeanors. If the same attorney works less than full time or splits her time between Contract cases and private business, that attorney would be expected to carry a maximum caseload proportional to the portion of her professional time which she devotes to Contract cases. All attorneys who split their time between Contract work and private business as well as work under this contract must report the quantity of hours they devote to private business to the Contracting Authority so that Firm caseload levels may be accurately monitored.

It is assumed that the level of competent assistance of counsel contemplated by this Contract cannot be rendered by an attorney who carries an average annual caseload substantially above these levels. Failure on the part of the Firm to limit its attorneys to these caseload levels is considered to be a material breach of this agreement.

- E. Adequate support staff is critical to an attorney's ability to render competent assistance of counsel at the caseload levels described above. The parties agree and expect that at a minimum the Firm will employ support staff services for its attorneys at a level proportionate to the following annual caseloads:

One full time Legal Assistant for every four FTE Contract attorneys
One full time Investigator for every 450 Felony Cases
One full time Investigator for every 600 Juvenile Cases
One full time Investigator for every 1200 Misdemeanor Cases

In addition, attorneys must have access to mental health evaluation and recommendation services as required.

It is expected that support staff will be paid at a rate commensurate with their training, experience and responsibility, at levels comparable to the compensation paid to persons doing similar work in public agencies in the jurisdiction. The Firm may determine the means by which support staff is provided. The use of interns or volunteers is acceptable, as long as all necessary supervision and training is provided to insure that support services do not fall below prevailing standards for quality of such services in this jurisdiction.

- F. If the Firm is to be responsible for representing defendants in death penalty cases, the following provisions apply. The Firm will handle capital cases as required by Supreme Court Rule 250 and compensation will be in accord with that rule. As of 2015, compensation in capital cases is set at \$125.00 per hour. Open Murder cases are considered Capital cases until such time as an irrevocable decision is made by the Prosecuting Attorney/District Attorney not to seek the death penalty in the case.

Death Penalty cases remain pending until the termination of the guilt phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional Complex Litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

- G. The Firm may use legal interns. If legal interns are used, they will be used in accordance with Nevada Admission to Practice Rules.

- H. The Firm agrees that it will consult with experienced counsel as necessary and will provide appropriate supervision for all of its staff.

Significant Increases

Increases in work resulting from having to try cases outside of the Seventh Judicial District or an increase in hours of more than 20%, shall be separately negotiated. Any requests by the courts for additional attorney services because of changes in calendars or work schedules will be negotiated separately by the Firm and Contracting Authority and such additional services shall only be required when funding has been approved by the Contracting Authority, and payment arranged by contract modification.

The Firm may submit a request for modification to the Contracting Authority in order to request supplemental funding if the Firm finds that the funding provided by the Contract is no longer adequate to provide the services required by the Contract. Such a request shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Firm budget for work under this Contract to demonstrate the claimed lack of funding. Contracting Authority shall respond to such request within 30 days of receipt. Should such supplemental funding not be approved, Contracting Authority shall notify the Firm within 30 days of the finding of the request that the supplemental funds shall not be available.

VIII. VARIANCE

The Firm and the Contracting Authority agree that the actual number of hours spent in completion of this contract may vary. It is agreed that the Firm will provide at least 1611 attorney/investigator hours (\$145,000 / \$90 per hour) for all cases assigned. The Firm will reimburse the County at the rate of \$90/hour times the number of attorney/investigator hours that fall below the required 1611 hours. If the Firm exceeds the 1611 hours required, the Firm may request additional compensation pursuant to Section XII.

The Firm shall provide reports as required in the agreement.

IX. ASSIGNMENT OF DEATH PENALTY CASES

If assignment of Death Penalty cases is contemplated by this Contract, the Firm will designate a full time or FTE attorney for that purpose and the County agrees to pay the Firm a separate rate of \$125/hour. Thereafter, the Firm shall accept all Death Penalty cases assigned to it by the County subject to the following special provisions:

- A. The County shall not assign further Death Penalty cases while the Firm has a pending Death Penalty case, unless the Firm has available qualified staff and the County provides the necessary resources.
- B. Should the services of an additional FTE attorney be required due to the pendency of a Death Penalty case, the County and the Firm will negotiate a provision of extra compensation to provide for the services of that attorney.
- C. Once a Death Penalty case has proceeded for two months, the County may request a review of the case, including but not limited to hours spent by the Firm attorney(s) and the expected duration of the case.

X. ATTORNEY TRAINING

Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. The Firm shall provide sufficient training, whether in-house or through a qualified provider of CLE, to keep all of its attorneys who perform work under this Contract abreast of developments in relevant law, procedure, and court rules. If an attorney is transferred to a particular type of case (e.g. a Capital case) after having participated in the required seven hours of annual CLE required in Section V.A, the Firm shall require additional training in the particular type of case, as necessary.

XI. ATTORNEY EVALUATION

If the Contract requires the services of two or more attorneys, the Firm director, or his/her designee, shall evaluate the professional performance of Firm attorneys annually. Evaluations should include monitoring of time and caseload records, review of case files, and in court observation. The Firm shall make available to Contracting Authority its evaluation criteria and evidence that evaluations were conducted, although all evaluations are to be confidential between the Firm's director and the Firm attorney.

XII. COMPENSATION AND METHOD OF PAYMENT

- A. For the term of this contract, the Contracting Authority shall pay the Firm a rate of \$145,000/year for the work performed, excepting therefrom Capital cases, plus or minus the variance agreed to in Section VIII (Variance) or separate compensation agreed to in Section IX (Complex Cases). Payments will be made on a quarterly basis prior to the quarter beginning upon submission of an invoice by the Firm. It is possible that the actual amount of compensation will vary according to other terms of this Contract. The parties contemplate that attorneys working under this Contract will be compensated comparably to prosecutors of similar experience and responsibility.

- B. In the event of Firm failure to substantially comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the Contracting Authority reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the Contracting Authority's right to termination as provided in Section XIX of this Contract.

XIII. REPORTS AND INSPECTIONS

The Firm agrees to submit to the Contracting Authority the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the Contracting Authority withholding payment until the required reports are submitted and/or invocation of the Corrective Action procedures in Section XVIII (Corrective Action).

A. Position Salary Profile

The Firm shall submit to the Contracting Authority on the last working day in January and by the 15th day of the first month of each subsequent quarter, a profile of Full-Time Equivalent (FTE) positions for both legal and support staff who perform work on this Contract, distributed by type of case. The report will designate the name and salary for each FTE employee in a format to be provided. The Contracting Authority will not release this information except as required by law. If the employee splits his/her work between work under this Contract and other business, the report will indicate the amount of time that employee devotes to private matters compared to work under this Contract.

B. Caseload Reports

By the fifteenth (15th) day of a quarter, the Firm will report the number of cases completed and hours spent on cases in the past quarter, separated by category, to the Contracting Authority Administrator.

C. Annual Subcontract Attorney Use Report

If the Firm uses any subcontract attorneys in accordance with Section XXI (Assignment and Subcontracting), the Firm shall submit to Contracting Authority a summary report.

D. Bar Complaints

The Firm will immediately notify the Contracting Authority in writing when it becomes aware that a complaint lodged with the Nevada Bar Association/disciplinary body has resulted in reprimand, suspension, or

disbarment of any attorney who is a member of the Firm's staff or working for the Firm.

E. Inspections

The Firm agrees to grant the Contracting Authority full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the Contracting Authority may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Firm shall provide to the Contracting Authority right of access to its facilities, including those of any subcontractor, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Firm in a way that allows access by the Contracting Authority without breaching such confidentiality or privilege. The Firm agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the Contracting Authority agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the Constitutional, statutory, and common law rights and privileges of any client are waived by this agreement. The Contracting Authority will respect the attorney-client privilege.

XIV. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Firm agrees to maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of services performed in the performance of this Contract, including the time spent by the Firm on each case.
- B. The Firm agrees to maintain records which sufficiently and properly reflect all direct and indirect costs of any subcontracts or personal service contracts. Such records shall include, but not be limited to, documentation of any funds expended by the Firm for said personal service contracts or subcontracts, documentation of the nature of the service rendered, and records which demonstrate the amount of time spent by each subcontractor personal service contractor rendering service pursuant to the subcontract or personal service contract.
- C. The Firm shall at the request of the Contracting Authority have its annual financial statements relating to this Contract audited by an independent Certified Public Accountant and shall provide the Contracting Authority with a copy of such audit no later than the last working day in July. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the Contracting Authority along with the annual audit report. All audited annual

financial statements shall be based on the accrual method of accounting for revenue and expenditures. Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow. Any expense for an audit performed at the request of the Contracting Authority shall be covered by the Contracting Authority.

- D. Records shall be maintained for a period of 5 years after termination of this Contract unless permission to destroy them is granted by the Contracting Authority.

XV. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contracting Authority assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Firm to Firm employees or others by reason of the Contract. The Firm shall protect, indemnify, and save harmless the Contracting Authority, their officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Firm's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the Contracting Authority's wrongful withholding of funds due under this Contract..
- B. The Firm agrees that it is financially responsible and liable for and will repay the Contracting Authority for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Firm, its officers, employees, representatives or agents.
- C. The Contracting Authority shall indemnify and hold harmless the Firm and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the Contracting Authority, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Firm, the Contracting Authority shall defend the same at its sole cost and expense and if a final judgment is rendered against the Firm and the Contracting Authority and their respective officers, agents, and employees, or any of them, the Contracting Authority shall satisfy the same.

XVI. INSURANCE

Without limiting the Firm's indemnification, it is agreed that the Firm shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation as described below.

- A. General Liability Insurance

The Firm shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 for each person, personal injury, \$500,000 for each occurrence, property damage, liability, or a combined single limit of \$500,000 for each occurrence, personal injury and/or property damage liability.

Such insurance shall include the Contracting Authority as an additional insured and shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a duplicate of the policy as evidence of insurance protection.

B. Professional Liability Insurance

The Firm shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Firm which constitute professional services in the performance of this Contract.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. The Firm further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. The Firm shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the Contracting Authority. The Firm shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Firm and the Contracting Authority.

Such insurance shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Firm shall maintain Workers' Compensation coverage as required by the State of Nevada

The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a certified copy of the policy as evidence of insurance protection.

XVII. EVALUATION GUIDELINES

The Contracting Authority will review information obtained from the Firm to monitor Firm activity, including attorney caseloads, support staff/attorney ratios for each area of cases, the experience level and supervision of attorneys who perform Contract work, training provided to such attorneys, and the compensation provided to attorneys and support staff to assure adherence.

XVIII. CORRECTIVE ACTION

If the Contracting Authority reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The Contracting Authority will notify the Firm in writing of the nature of the breach.
2. The Firm shall respond in writing within five (5) working days of its receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The Contracting Authority will notify the Firm in writing of the Contracting Authority's determination as to the sufficiency of the Firm's corrective action plan. The determination of the sufficiency of the Firm's corrective action plan will be at the discretion of the Contracting Authority and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority Executive. The Contracting Authority agrees that it shall work with the Firm to implement an appropriate corrective action plan.

In the event that the Firm does not respond to the Contracting Authority's notification within the appropriate time, or the Firm's corrective action plan for a substantial breach is determined by the Contracting Authority to be insufficient, the Contracting Authority may commence termination of this Contract in whole or in part pursuant to Section XIX (Termination and Suspension).

In addition, the Contracting Authority reserves the right to withhold a portion of subsequent payments owed the Firm which is directly related to the breach of the Contract until the Contracting Authority is satisfied the corrective action has been

taken or completed as described in Section XI (Compensation and Method of Payment).

XIX. TERMINATION AND SUSPENSION

A. The Contracting Authority may terminate this Contract in whole or in part upon 10 days' written notice to the Firm in the event that –

1. The Firm substantially breaches any duty, obligation, or service required pursuant to this Contract;
2. The Firm engages in misappropriation of funds; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the Contracting Authority terminates this Contract pursuant to Section XIX. A.1, the Contracting Authority shall provide the Firm written notice of termination, which shall include the reasons for termination and the effective date of termination. The Firm shall have the opportunity to submit a written response to the Contracting Authority within 10 working days from the date of the Contracting Authority's notice. If the Firm elects to submit a written response, the Contracting Authority Administrator will review the response and make a determination within 10 days after receipt of the Firm's response. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority Executive. In the event the Contracting Authority Executive reaffirms termination, the Contract shall terminate in 10 days from the date of the final decision of the Contracting Authority Executive. The Contract will remain in full force pending communication of the Contracting Authority Executive to the Firm. A decision by the Contracting Authority Executive affirming termination shall become effective 10 days after it is communicated to the Firm.

B. The Firm reserves the right to terminate this Contract with cause with 30 days written notice should the Contracting Authority substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Firm terminates this Contract for reasons other than good cause resulting from a substantial breach of this Contract by the Contracting Authority, the Firm shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the Contracting Authority Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Firm's control, fault or negligence.

C. Either party may terminate this contract without cause upon written notice to the other party 180 days prior to termination.

- D. In the event of the termination or suspension of this Contract, the Firm shall continue to represent clients that were previously assigned and the Contracting Authority will be liable for any payments owed for the completion of that work. The Firm will remit to the Contracting Authority any monies paid for cases not yet assigned or work not performed under the Contract. The Contracting Authority Administrator may request that the Firm attempt to withdraw from any case assigned and not completed. Should a court require, after the Firm has attempted to withdraw, the appearance of counsel from the Firm on behalf of any client previously represented by the Firm where such representation is no longer the obligation of the Firm pursuant to the terms of this Contract, the Contracting Authority will honor payment to the Firm upon judicial verification that continued representation is required.
- D. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Firm shall return to the Contracting Authority those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Firm by the Contracting Authority.
- E. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- F. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal remedies are pursued for wrongful termination or suspension or for any other reason, the non-prevailing party shall be required to reimburse the prevailing party for all attorney's fees.

XX. RESPONSIBILITY OF MANAGING DIRECTOR OF FIRM

The managing director of the Firm shall be an attorney licensed to practice law in the State of Nevada. The managing director of the Firm shall be ultimately responsible for receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment provided pursuant to this Contract.

XXI. ASSIGNMENT/SUBCONTRACTING

- A. The Firm shall not assign or subcontract any portion of this Contract without consent of the Contracting Authority. Any consent sought must be requested by the Firm in writing not less than five days prior to the date of any proposed assignment or sub-contract, provided that this provision shall not apply to short-term personal service contracts with individuals to perform work under the direct supervision and control of the Firm. Short-term personal service contracts include any contract for a time period less than one year. Any

individuals entering into such contracts shall meet all experience requirements imposed by this Contract. The Contracting Authority shall be notified of any short-term contracts which are renewed, extended or repeated at any time throughout the Contract.

- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Firm.
- C. The term "Personal Service Contract" as used above shall mean a contract for the provision of professional services which includes but is not limited to counseling services, consulting services, social work services, investigator services and legal services.

XXII. RENEGOTIATION

Either party may request that the provisions of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. Oral representations or understandings not later reduced to writing and made a part of this agreement shall not in any way modify or affect this agreement.

XXIII. ATTORNEYS' FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys' fees of the prevailing party.

XXIV. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- 1. In writing; and
- 2. Directed to the Chief Executive Officer of the Firm and the director/manager of the Contracting Authority department/division specified on page 1 of this Contract.

Any time limit by which a party must take some action shall be computed from the date that notice is received by said party.

XXV. THE PARTIES' ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are

excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

XXVI. NONDISCRIMINATION

During the performance of this Contract, neither the Firm nor any party subcontracting with the Firm under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Firm shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXVII. CONFLICT OF INTEREST

No officer, employee, or agent of the Contracting Authority, or the State of Nevada, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or the Firm.

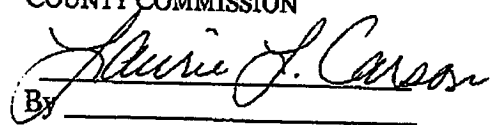
AGREED:

JANE EBERHARDY LAW LLC


Jane Eberhardy Esquire Bar 4254

Date: 5.6.15

WHITE PINE COUNTY, NEVADA
COUNTY COMMISSION


By _____
Its Chairman

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

Between
Nye County, Nevada
and
Jason L. Earnest, Esq.

For
PUBLIC DEFENDER SERVICES

WHEREAS, Nye County is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Nye County desires to provide public defender services, pursuant to the provisions of Chapter 2.48 of the Nye County Code, to those indigents involved in the criminal courts in Nye County through the appointment of a consortium of attorneys acting independently and separately; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Nye County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. WORK TO BE PERFORMED. The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a court in Nye County has determined to be indigent, except for capital cases. The representation will include all stages of the criminal proceedings including direct appeals, revocation of probation or parole and specialty courts. The Attorney will be primary counsel for courts located in Pahrump. Attorney further agrees to handle conflict cases that may arise in Tonopah and Beatty if no other consortium counsel is available for appointment.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision when a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. Attorney agrees to attend Justice Court 72-hour in-custody hearings on a rotating basis with other consortium counsel as scheduled.

E. Attorney shall continue to perform services for any appointed client for which said attorney is counsel of record on the effective date of this agreement. Compensation for such services performed after the effective date of this agreement shall be paid in accordance with this agreement only.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney shall conduct representation of clients in such manner so as not to create conflicts with other attorneys within the consortium. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court and the County Manager or his or her designee.

C. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise in which Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs, travel to court and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

D. Attorney shall cooperate with other counsel within the consortium, to the extent possible under ethical considerations, to ensure all cases are covered and any conflicts are resolved by the consortium of attorneys. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) per year. The County will make the payment to attorney on a quarterly basis in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) in advance on the first day of July, October, January and April.

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the court ordering said extraordinary services.

C. The compensation specified above is for services as a public defender and is in lieu of the statutorily prescribed fees codified in NRS 7.125. In the event Attorney shall be appointed to represent a client on a matter not provided for in this agreement, Attorney agrees to provide representation to each additional client at the rate and in accordance with the provisions of NRS 7.125.

D. Attorney shall be paid for any time and services on cases for which Attorney is counsel of record at the time of the effective date of this agreement at the existing rates. All compensation for any services provided as appointed counsel after the effective date of this agreement shall be in accordance with this agreement only. Attorney shall submit a voucher for compensation of all fees and services earned prior to the effective date of this agreement to the appointing court within ten (10) business days after the effective date of this agreement.

5. INDEPENDENT CONTRACTOR STATUS.

A. The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. Nothing herein contained shall be construed as granting to Nye County the power or right to control the means by which Attorney provides legal services under this agreement. The parties also agree Attorney is not a Nye County employee and that there shall be no:

- (1) Withholding of income taxes by Nye County;
- (2) Industrial insurance coverage provided by Nye County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or Nye County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by Nye County;
- (6) Unemployment compensation coverage provided by Nye County; or
- (7) Any other benefit granted to employees of Nye County

B. Attorney may maintain a private law practice and may engage in the private practice of law that does not conflict with Attorney's professional services required pursuant to this Agreement.

C. Attorney agrees that acceptance of this appointment is as a public defender pursuant to Chapter 260 of the Nevada Revised Statutes and Chapter 2.48 of the Nye County Code.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A through 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of NRS chapters 616A through 616D, inclusive; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain his or her professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the County Manager if he or she is brought before the Nevada State Bar on a charge of professional misconduct for services performed pursuant to this agreement or in his or her private practice or if he or she is arrested for a Crime.

B. Attorney also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Nye County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until ninety (90) calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Nye County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the County Manager or his or her designee. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. The use of a substitute is intended for very short durations on a non-recurring basis. Any use of a substitute attorney on a regular or recurring basis shall constitute an assignment or delegation unless agreed to by the County Manager or his or her designee.

10. REPORTING REQUIREMENTS.

A. Attorney shall make an annual report on or before July 31st of each calendar year to the County Manager covering all cases handled by his or her office during the preceding year in accordance with the provisions of NRS 260.070. Said report shall include a list, by name of defendant, of all cases assigned to Attorney during the preceding fiscal year or current active cases previously assigned to Attorney indicating for each case the type of offenses involved and the manner and date of disposition.

B. Attorney shall maintain records of cases assigned and report such information on or before the 15th day of each month for activities during the preceding calendar month. Reports shall include, but not limited to tracking of number of cases opened and closed, type of offenses, manner of disposition and such other pertinent information as requested by the County Manager. Attorney shall provide such other information as may be required by statute, court order or request from any State agency.

11. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share the costs for the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

12. DELEGATION OF AUTHORITY.

The County Manager may by contract delegate the authority to oversee and implement the provisions of this contract to any attorney within the consortium, which attorney shall be designated as the program coordinator. The program coordinator shall work with the County Manager and courts assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order case reporting summaries from attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. The County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

13. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

14. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

15. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties upon approval of the Nye County Board of County Commissioners.

16. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

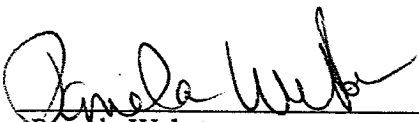
Nye County Manager
P.O.153
Tonopah, NV 89049

Jason L. Earnest, Esq.
3340 S. Hwy 160, Suite 202
Pahrump, Nevada 89048

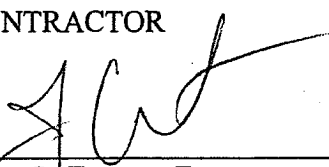
IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

NYE COUNTY

CONTRACTOR



Pamela Webster
County Manager



Jason L. Earnest, Esq.

6/16/16

Date:

6-16-16

Date:

Rural Contract Counsel Reporting Form

| | |
|---|--------------------|
| <input type="checkbox"/> Fiscal or <input checked="" type="checkbox"/> Calendar Year 2015- | |
| Misdemeanor Appointments | 1060 |
| Gross Misdemeanor Appointments | 25 |
| Felony Appointments | 85 / x felony = 35 |
| Misdemeanor Trials | 8 53 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 60 psycho-eval |
| Fee Requests for an Investigator | 0 |
| Fee Requests for Additional Services | 0 |

CONTRACT FOR PROFESSIONAL SERVICES

Between
Nye County, Nevada
and
Lisa Brainard, LLC

For
PUBLIC DEFENDER SERVICES

WHEREAS, Nye County is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Nye County desires to provide public defender services, pursuant to the provisions of Chapter 2.48 of the Nye County Code, to those indigents involved in the criminal courts in Nye County through the appointment of a consortium of attorneys acting independently and separately; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Nye County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a court in Nye County has determined to be indigent, except for capital cases. The representation will include all stages of the criminal proceedings including direct appeals, revocation of probation or parole and specialty courts. The Attorney will be primary counsel for courts located in Pahrump. Attorney further agrees to handle conflict cases that may arise in Tonopah and Beatty if no other consortium counsel is available for appointment.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision when a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. Attorney agrees to attend Justice Court 72-hour in-custody hearings on a rotating basis with other consortium counsel as scheduled.

E. Attorney shall continue to perform services for any appointed client for which said attorney is counsel of record on the effective date of this agreement. Compensation for such services performed after the effective date of this agreement shall be paid in accordance with this agreement only.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney shall conduct representation of clients in such manner so as not to create conflicts with other attorneys within the consortium. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court and the County Manager or his or her designee.

C. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise in which Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs, travel to court and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

D. Attorney shall cooperate with other counsel within the consortium, to the extent possible under ethical considerations, to ensure all cases are covered and any conflicts are resolved by the consortium of attorneys. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) per year. The County will make the payment to attorney on a quarterly basis in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) in advance on the first day of July, October, January and April.

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the court ordering said extraordinary services.

C. The compensation specified above is for services as a public defender and is in lieu of the statutorily prescribed fees codified in NRS 7.125. In the event Attorney shall be appointed to represent a client on a matter not provided for in this agreement, Attorney agrees to provide representation to each additional client at the rate and in accordance with the provisions of NRS 7.125.

D. Attorney shall be paid for any time and services on cases for which Attorney is counsel of record at the time of the effective date of this agreement at the existing rates. All compensation for any services provided as appointed counsel after the effective date of this agreement shall be in accordance with this agreement only. Attorney shall submit a voucher for compensation of all fees and services earned prior to the effective date of this agreement to the appointing court within ten (10) business days after the effective date of this agreement.

5. INDEPENDENT CONTRACTOR STATUS.

A. The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. Nothing herein contained shall be construed as granting to Nye County the power or right to control the means by which Attorney provides legal services under this agreement. The parties also agree Attorney is not a Nye County employee and that there shall be no:

- (1) Withholding of income taxes by Nye County;
- (2) Industrial insurance coverage provided by Nye County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or Nye County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by Nye County;
- (6) Unemployment compensation coverage provided by Nye County; or
- (7) Any other benefit granted to employees of Nye County

B. Attorney may maintain a private law practice and may engage in the private practice of law that does not conflict with Attorney's professional services required pursuant to this Agreement.

C. Attorney agrees that acceptance of this appointment is as a public defender pursuant to Chapter 260 of the Nevada Revised Statutes and Chapter 2.48 of the Nye County Code.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A through 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of NRS chapters 616A through 616D, inclusive; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain his or her professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the County Manager if he or she is brought before the Nevada State Bar on a charge of professional misconduct for services performed pursuant to this agreement or in his or her private practice or if he or she is arrested for a Crime.

B. Attorney also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Nye County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until ninety (90) calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Nye County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the County Manager or his or her designee. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. The use of a substitute is intended for very short durations on a non-recurring basis. Any use of a substitute attorney on a regular or recurring basis shall constitute an assignment or delegation unless agreed to by the County Manager or his or her designee.

10. REPORTING REQUIREMENTS.

A. Attorney shall make an annual report on or before July 31st of each calendar year to the County Manager covering all cases handled by his or her office during the preceding year in accordance with the provisions of NRS 260.070. Said report shall include a list, by name of defendant, of all cases assigned to Attorney during the preceding fiscal year or current active cases previously assigned to Attorney indicating for each case the type of offenses involved and the manner and date of disposition.

B. Attorney shall maintain records of cases assigned and report such information on or before the 15th day of each month for activities during the preceding calendar month. Reports shall include, but not limited to tracking of number of cases opened and closed, type of offenses, manner of disposition and such other pertinent information as requested by the County Manager. Attorney shall provide such other information as may be required by statute, court order or request from any State agency.

11. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share the costs for the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

12. DELEGATION OF AUTHORITY.

The County Manager may by contract delegate the authority to oversee and implement the provisions of this contract to any attorney within the consortium, which attorney shall be designated as the program coordinator. The program coordinator shall work with the County Manager and courts assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order case reporting summaries from attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. The County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

13. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

14. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

15. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties upon approval of the Nye County Board of County Commissioners.

16. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Nye County Manager
P.O.153
Tonopah, NV 89049

Lisa Brainard, LLC
2280 E. Calvada Blvd., Suite 203
Pahrump, Nevada 89048

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

NYE COUNTY



Pamela Webster
County Manager

6/16/16
Date:

CONTRACTOR



Lisa Brainard, LLC

6-20-16
Date:

Rural Contract Counsel Reporting Form

| | |
|--|-----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 158 |
| Gross Misdemeanor Appointments | 33 |
| Felony Appointments | 122 |
| Misdemeanor Trials | 6 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 1 |
| Fee Requests for an Expert | 10 |
| Fee Requests for an Investigator | 5 |
| Fee Requests for Additional Services | 0 |

Data for Nye County Public Defender
Lisa Chamlee-Brainard.

Tomy LIKER #4670

Elko County

Rural Contract Counsel Reporting Form

| | |
|--|----------------------|
| <input type="checkbox"/> Fiscal or <input checked="" type="checkbox"/> Calendar Year | 2016 |
| Misdemeanor Appointments | 2 |
| Gross Misdemeanor Appointments | 0 |
| Felony Appointments | 2 |
| Misdemeanor Trials | 1 (settled at trial) |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 0 |
| Fee Requests for Additional Services | 0 |

FILED

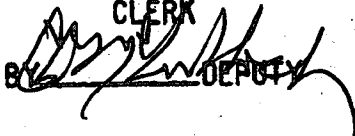
NO. 2016-137

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
DERRICK M. LOPEZ, ESQ.
1489 HIGHWAY 395 SOUTH
GARDNERVILLE, NEVADA 89410
FOR
INDIGENT LEGAL SERVICES

2016 JUN 22 PM 12:12

DOUGLAS COUNTY

CLERK

BY  DEPUTY

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Douglas County desires to employ an experienced attorney, Derrick M. Lopez, Esq. (hereinafter Attorney) to provide legal services to those indigents involved in the Courts in Douglas County; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT.

Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. WORK TO BE PERFORMED.

The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a Court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including appeals and revocation of probation or parole, but not postconviction proceedings.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to

have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128. Attorney will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours, per case, for appointments pursuant to NRS 128.100.

D. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, the Attorney must immediately notify the Court.

E. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court.

F. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept the appointed case. The Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next firm in the rotation will be appointed

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney agrees to staff and maintain an office in Douglas County, Nevada. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

C. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Attorney agrees to perform the work set forth in paragraph two at a cost not to exceed \$195,833.33. The County will make the payment to attorney on a quarterly basis in the amount of \$48,958.33. The Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem.

B. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4)

(a)-(d), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

5. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.

The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Attorney is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A to 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain their professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the Senior Judge of the Ninth Judicial District Court if they are brought before the Nevada State Bar on an ethics charge or if they are arrested for a crime.

B. Contractor also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Douglas County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 45 calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by

Douglas County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the District Court Judges. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. There is no requirement to have District Court Judges approval for substitutions that are less than twenty-five (25) judicial days per year.

10. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

11. DELEGATION OF AUTHORITY.

The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this contract. Such designations include the development of factors for determining whether a person is indigent; assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order monthly time summaries from attorneys; preparing vouchers for the quarterly payments to Attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

12. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

13. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

14. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

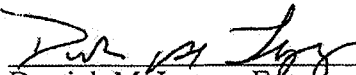
15. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:


Douglas County Manager
P.O. Box 218
Minden, NV 89423

Derrick M. Lopez, Esq.
1489 Highway 395 South
Gardnerville, Nevada 89410

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

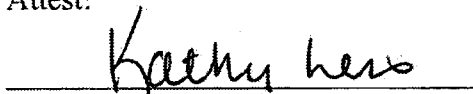

Derrick M. Lopez, Esq.

5-4-16
(date)


Doug N. Johnson, Chairman
Board of County Commissioners

6/10/16
(date)

Attest:


Kathy Lewis, Douglas County Clerk

6/17/16
(date)

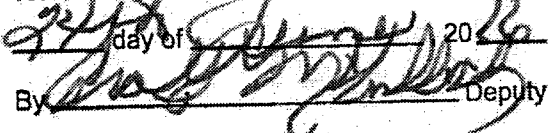
END OF DOCUMENT

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

24 day of June 2016
By  Deputy

Derrick Lopez, Bar No. 3996
Douglas County

Rural Contract Counsel Reporting Form

| | |
|--|-----------------------|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | July 2015 - June 2016 |
| Misdemeanor Appointments | 149 |
| Gross Misdemeanor Appointments | 12 |
| Felony Appointments | 70 |
| Misdemeanor Trials | 10 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 7 |
| Fee Requests for an Investigator | 2 |
| Fee Requests for Additional Services | 0 |

DAVID D. LOREMAN

ATTORNEY AND COUNSELOR

David D. Loreman, Esq.

445 Fifth Street, Suite 210 · Elko, Nevada 89801
Post Office Box 250 · Elko, Nevada 89803

Telephone: (775) 738-6606

Licensed in Nevada

Facsimile: (775) 738-6873
E-Mail: dloremanesq@frontiernet.net

FACSIMILE COVER SHEET

To: Jamie GradickDate: 08/10/16Administrative OfficeFax #: (775) 684-1723Re: Request of July 27, 2016No. of Pages: 3
(Including cover sheet)Document Attached: Data for Criminal Appointments

Message:

We do not have a contract. We are
appointed on an as needed basis
by the courts

Sender: ☐ David D. Loreman, Esq.☒ Reta J. LoremanThe original copy has been sent to you by: ☐ Overnight Delivery ☐ U.S. Mail ☒ Not Sent

CONFIDENTIALITY NOTICE: The documents accompanying this fax contain confidential information which is legally privileged. The information is intended only for the use of the named recipient. You are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance of the telecopied information except its direct delivery to the intended recipient is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone to arrange for the return of the documents to us. Thank you.

Rural Contract Counsel Reporting Form

| | |
|--|-----------------|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | 7/1/15 - 7/1/14 |
| Misdemeanor Appointments | 12 |
| Gross Misdemeanor Appointments | 5 |
| Felony Appointments | 17 |
| Misdemeanor Trials | 0 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 1 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 1 |
| Fee Requests for Additional Services | 0 |

SUPREME COURT OF NEVADA

MICHAEL A. CHERRY, JUSTICE

201 SOUTH CARSON STREET

CARSON CITY, NEVADA 89701-4702

(775) 684-1540

FAX (775) 684-1543



July 27, 2016

I am writing as the Chairman of the Nevada Supreme Court's Indigent Defense Commission to ask you, a county indigent defense contract holder, to provide statistical information to inform the on-going work of the Commission's Rural Subcommittee in determining if rural counties should be required to provide the Court with a plan for the delivery of indigent defense services. The Subcommittee is co-chaired by Judge Al Kacin, Judge Mike Montero, and John Lambrose.

I ask that you provide the following data for the last fiscal or calendar year under your most recent contract:

- Number of misdemeanor appointments
- Number of gross misdemeanor appointments
- Number of felony appointments
- Number of misdemeanors that went to trial
- Number of gross misdemeanors that went to trial
- Number of felonies that went to trial
- Number of times you requested fees for an expert
- Number of times you requested fees for an investigator
- Number of times your requested additional fees for your services

Attached to this letter is a form to assist you collecting and reporting the requested statistics. Please return this form to Jamie Gradick at the Administrative Office (AOC) of the courts via e-mail at jgradick@nvcourts.nv.gov or via fax at (775) 684-1723 by August 10, 2016. I ask that you also provide a copy of your current contract when you submit your data.

The data will be used by the Rural Subcommittee as indicated above. The Subcommittee will make a report to the full Commission at its next regularly scheduled meeting on Monday, August 15, 2016, at 1:00 p.m. I invite you to attend this meeting in-person, via videoconference, or via teleconference. Please contact Ms. Gradick for details on these attendance options.

I thank you for your attention to this request and remind you that the data is due to the AOC by August 10, 2016.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Cherry".

MICHAEL A. CHERRY

MAC/jl

Neiderst - Churchill County

Rural Contract Counsel Reporting Form

| | |
|--|-----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 189 |
| Gross Misdemeanor Appointments | 40 |
| Felony Appointments | 135 |
| Misdemeanor Trials | 4 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 9 |
| Fee Requests for Additional Services | 1 |

CONTRACT FOR PROFESSIONAL SERVICES

Between

Nye County, Nevada

and

Jonathan K. Nelson, Esq.

For

PUBLIC DEFENDER SERVICES

(Tonopah and Beatty)

WHEREAS, Nye County is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Nye County desires to provide public defender services, pursuant to the provisions of Chapter 2.48 of the Nye County Code, to those indigents involved in the criminal courts in Nye County through the appointment of a consortium of attorneys acting independently and separately; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Nye County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a court in Nye County has determined to be indigent, except for capital cases. The representation will include all stages of the criminal proceedings including direct appeals, revocation of probation or parole and specialty courts. The Attorney will be primary counsel for courts located in Tonopah and Beatty. Attorney further agrees to handle conflict cases that may arise in Pahrump if no other consortium counsel is available for appointment.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision when a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. Attorney agrees to attend Justice Court 72-hour in-custody hearings on a rotating basis with other consortium counsel as scheduled.

E. Attorney shall continue to perform services for any appointed client for which said attorney is counsel of record on the effective date of this agreement. Compensation for such services performed after the effective date of this agreement shall be paid in accordance with this agreement only.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney shall conduct representation of clients in such manner so as not to create conflicts with other attorneys within the consortium. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court and the County Manager or his or her designee.

C. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise in which Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs, travel to court and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

D. Attorney shall cooperate with other counsel within the consortium, to the extent possible under ethical considerations, to ensure all cases are covered and any conflicts are resolved by the consortium of attorneys. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) per year. The County will make the payment to attorney on a quarterly basis in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) in advance on the first day of July, October, January and April.

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the court ordering said extraordinary services.

C. The compensation specified above is for services as a public defender and is in lieu of the statutorily prescribed fees codified in NRS 7.125. In the event Attorney shall be appointed to represent a client on a matter not provided for in this agreement, Attorney agrees to provide representation to each additional client at the rate and in accordance with the provisions of NRS 7.125.

D. Attorney shall be paid for any time and services on cases for which Attorney is counsel of record at the time of the effective date of this agreement at the existing rates. All compensation for any services provided as appointed counsel after the effective date of this agreement shall be in accordance with this agreement only. Attorney shall submit a voucher for compensation of all fees and services earned prior to the effective date of this agreement to the appointing court within ten (10) business days after the effective date of this agreement.

5. INDEPENDENT CONTRACTOR STATUS.

A. The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. Nothing herein contained shall be construed as granting to Nye County the power or right to control the means by which Attorney provides legal services under this agreement. The parties also agree Attorney is not a Nye County employee and that there shall be no:

- (1) Withholding of income taxes by Nye County;
- (2) Industrial insurance coverage provided by Nye County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or Nye County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by Nye County;
- (6) Unemployment compensation coverage provided by Nye County; or
- (7) Any other benefit granted to employees of Nye County

B. Attorney may maintain a private law practice and may engage in the private practice of law that does not conflict with Attorney's professional services required pursuant to this Agreement.

C. Attorney agrees that acceptance of this appointment is as a public defender pursuant to Chapter 260 of the Nevada Revised Statutes and Chapter 2.48 of the Nye County Code.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A through 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of NRS chapters 616A through 616D, inclusive; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain his or her professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the County Manager if he or she is brought before the Nevada State Bar on a charge of professional misconduct for services performed pursuant to this agreement or in his or her private practice or if he or she is arrested for a Crime.

B. Attorney also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Nye County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until ninety (90) calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Nye County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the County Manager or his or her designee. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. The use of a substitute is intended for very short durations on a non-recurring basis. Any use of a substitute attorney on a regular or recurring basis shall constitute an assignment or delegation unless agreed to by the County Manager or his or her designee.

10. REPORTING REQUIREMENTS.

A. Attorney shall make an annual report on or before July 31st of each calendar year to the County Manager covering all cases handled by his or her office during the preceding year in accordance with the provisions of NRS 260.070. Said report shall include a list, by name of defendant, of all cases assigned to Attorney during the preceding fiscal year or current active cases previously assigned to Attorney indicating for each case the type of offenses involved and the manner and date of disposition.

B. Attorney shall maintain records of cases assigned and report such information on or before the 15th day of each month for activities during the preceding calendar month. Reports shall include, but not limited to tracking of number of cases opened and closed, type of offenses, manner of disposition and such other pertinent information as requested by the County Manager. Attorney shall provide such other information as may be required by statute, court order or request from any State agency.

11. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share the costs for the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

12. DELEGATION OF AUTHORITY.

The County Manager may by contract delegate the authority to oversee and implement the provisions of this contract to any attorney within the consortium, which attorney shall be designated as the program coordinator. The program coordinator shall work with the County Manager and courts assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order case reporting summaries from attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. The County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

13. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

14. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

15. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties upon approval of the Nye County Board of County Commissioners.

16. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Nye County Manager
P.O. 153
Tonopah, NV 89049

Jonathan K. Nelson, Esq.
J.K. Nelson Law
41 N. Hwy 160, Suite 8
Pahrump, NV 89060

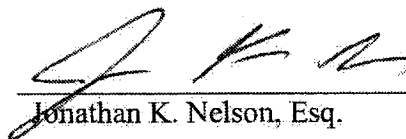
IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

NYE COUNTY

CONTRACTOR



Pamela Webster
County Manager


Jonathan K. Nelson, Esq.

6-24-16
Date:

6/24/16
Date:

Rural Contract Counsel Reporting Form

Michael C. Novi — Carson City

| | |
|--|----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 49 |
| Gross Misdemeanor Appointments | 5 |
| Felony Appointments | 81 |
| Misdemeanor Trials | |
| Gross Misdemeanor Trials | |
| Felony Trials | |
| Fee Requests for an Expert | |
| Fee Requests for an Investigator | |
| Fee Requests for Additional Services | |

JEO

JOHN E. OAKES, ESQ.

JUSTIN E. OAKES, ESQ.

BRENDA REED
ADMINISTRATIVE ASST.

ATTORNEYS AND COUNSELORS AT LAW
1188 CALIFORNIA AVE.
RENO, NEVADA 89509
P.O. BOX 41202
RENO, NEVADA 89504

TEL: (775) 324-6257
FAX: (775) 324-3133

August 1, 2016

To: Justice Michael A. Cherry
Jamie Gradick(AOC) 775-684-1723

Re: Indigent Defense Services/Requested Information

Dear Judge Cherry:

By way of introduction, my name is JOHN E. OAKES, ESQ., State Bar No. 356. I have been practicing law for 38 years. I am a former Washoe County Chief Public Defender, Washoe County Deputy District Attorney and Washoe County Chief Deputy District Attorney. I have been in the private practice of law since 1987 with my practice limited to criminal defense. I have had over 150 Felony Jury Trials, previously Death Penalty Qualified, and have prosecuted and defended over Twenty Murder cases, four of which were Death Penalty cases. I assumed the Legal Defender contract for Mineral County in January, 2016. The indigent defense services for Mineral County were previously handled by Wayne Pederson, Esq. Accordingly, I can only provide Statistical information from January , 2016 to the present. I agreed to assume the indigent defender contract as a means of giving back. My private practice has always been very busy. I had previously performed conflict defender services for Churchill County, Pershing County, Mineral County and Washoe County when complex criminal cases presented themselves.

Mineral County is a small county with a very limited budget and resources. Everyone that I deal with are very professional. Obviously we work closely with the Justice Court Staff and the District Attorney's office. Judge Gunter is a fine person and a good Justice of the Peace. He has consistently demonstrated all the qualities you would want in a Judge in that he has consistently treated all participants with fairness. Most of the time he knows more about our client's than we do in that he has been dealing with them for many years. Judge James Shirley does a great job, although I think that he is sometimes over tasked having to cover three Jurisdictions. I have known Judge Shirley for many years in that I had many cases with him and his office when he was the Pershing County District Attorney. Judge Shirley has proven to be a very fine judge.

With this being said, I would offer that the entire criminal justice system in Mineral is impacted by a lack of funding and resources. For example, Washoe County offers many specialty court programs, both at the District Court Level and the Justice/Municipal Court Level:

DISTRICT COURT

DUI DIVERSION COURT;
DRUG COURT;
VETERAN'S COURT;
MENTAL HEALTH COURT;
KID'S COURT

JUSTICE COURT/MUNICIPAL COURT

DUI COURT;
DRUG COURT;
CONTINUING COURT COMPLIANCE PROGRAM;
YOUTHFUL OFFENDER PROGRAMS.

Additionally, Washoe County has the benefit of a full staff of Pre-Trial Court Service Officers who monitor defendant's on pretrial release.

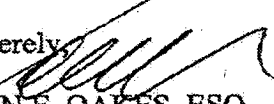
Mineral County is fortunate that it's elected District Attorney, Sean Rowe Esq., recognizes the limitations that he is confronted with. In resolving many cases, the lack of other options impacts the case resolution. While Mineral County has a Drug Court program, this program is over worked in that many people are given an own recognizance release at the Justice Court level with a condition that they participate in the drug court program. The Drug Court program in essence serves also as a pretrial service. Many individuals within Mineral County which also includes Lunning and Mina, have mental health issues. Many are veterans suffering from Post-Traumatic Stress and other service related issues. Mr. Rowe and I on many occasions resolve cases based on a defer and dismiss and we create programs and conditions that address the needs of the specific individual issues presented. For being a rather small county, Mineral County has a very severe Drug Problem. I would say probably 70% of the cases that I deal with are Drug related.

Candidly, I was unaware that there was a INDIGENT DEFENSE COMMISSION and I am uncertain as to the issues presented to the Commission or the issues that are being explored. I would surmise that there might be a perception that the quality of the indigent defense services provided are somehow deficient. I can say without reservation that many times the case resolutions that I receive are much better than I could have obtained in Washoe County. I am not

dealing with young and inexperienced Deputy District Attorney's who's idea of a case resolution is to plead to the charge. Mr. Rowe has been serving Mineral County for many years. Many times he is familiar with the defendant and the family dynamic's presented. He has a lot of common sense. On the other hand, he takes a hard line on defendant's who repeatedly offend after being previously provided opportunities to alter their behavior.

In closing, I hope that my observations are of some value to the Commission. I am always available if you have any questions.

Sincerely,



JOHN E. OAKES, ESQ
State Bar No. 356

Rural Contract Counsel Reporting Form

SINCE JANUARY 1st to August 1, 2016

| | |
|---|-------------|
| <input type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 76 |
| Gross Misdemeanor Appointments | 35 |
| Felony Appointments | 122 |
| Misdemeanor Trials | 3 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 0 |
| Fee Requests for an Expert | NONE NEEDED |
| Fee Requests for an Investigator | NONE NEEDED |
| Fee Requests for Additional Services | NONE NEEDED |

JEO

JOHN E. OAKES, ESQ.

JUSTIN E. OAKES, ESQ.

ATTORNEYS AND COUNSELORS AT LAW

1185 CALIFORNIA AVE.

RENO, NEVADA 89509

PO. BOX 41302

RENO, NEVADA 89304

REENDA REED
ADMINISTRATIVE ASST.TEL. (775) 324-3133
FAX: (775) 324-3133

April 12, 2016

To: MINERAL COUNTY COMMISSIONERS

P.O. Box 1450

Hawthorne, NV 89415

Re: RENEWAL OF MINERAL COUNTY PUBLIC DEFENDER CONTRACT

Dear Mineral County Commissioners:

On or about January, 2016, John E. Oakes, Esq., and Patrick McGinnis, Esq., assumed the legal defender contract from Wayne Pederson, ESQ., with the Commissioner's approval. The Legal Defender contract is to be renewed, extended or limited at the pleasure of the Board of County Commissioners prior to its expiration date of June 30, 2016. By way of introduction, I have been practicing for Thirty-Eight(38) years. I was a former Washoe County Chief Deputy Public Defender (1979-1981; Washoe County Deputy District Attorney, Criminal Division (1981-1983); Washoe County Chief Deputy District Attorney (1983-1987); Private practice of law from 1987 to the present with my practice limited to criminal defense; Pro Tem Judge for the past twenty years. I have had over 150 felony jury trials and have prosecuted and defended over Twenty (20) murder cases. For the past ten years I have been doing legal conflict work for Mineral County and have enjoyed my working relationships with the District Attorney's office, Justice Court and District Court.

After assuming the contract and the problems that presented themselves, it was apparent that the existing files needed to be organized and new procedures implemented to ensure that indigent clients were properly informed of court dates, provided with discovery in a timely matter and, if in custody, that they were interviewed and apprised of the case status and potential defenses. Also, it was apparent that the structure of the contract be modified to save the County money from having to appoint outside legal counsel when legal conflicts arise. In this regard I

enlisted the services of Patrick McGuinness, Esq., and divided the contract between us. In so doing, if I had a conflict, I would transfer the matter to Patrick McGinnis, Esq., and if he had a conflict he would transfer the case to me. Under the previous contract, Ms. LeAnn Schumann, Esq., handled the entire calendar and if she had a conflict, outside counsel would be appointed at the Statutory Rate of \$100 per hour. Since myself and Mr. McGinnis have assumed the legal defender contract, there has not been any conflicts due the restructuring that I made. Going forward, this will save the County many Thousands of dollars over the life of the contract.

As stated, the Legal Defender Contract is due to expire on June 30, 2016. Presently, many criminal trials and court appearances are being set for July, August and September due to the District Court's calendar. For purposes of continuity of continued legal representation, I would respectfully suggest that the Commissioners decide in a timely matter the direction that they would like to pursue. If the Commissioners decide to hire new legal counsel, it would be impossible for them to be ready to handle the criminal calendar beginning July 1, 2016 absent a sufficient amount of time to educate themselves with the cases, etc.

If the Commissioners are desirous of John E. Oakes, Esq., and Patrick McGinnis, Esq., providing continued Legal Defender representation, we would propose that the contract amount be increased to \$80,000 per year for a two year term beginning on July 1, 2016 to June 30, 2018. We also would assume all the terms and conditions set forth in the Legal Defender contract previously agreed upon between the Board and Wayne Pederson, Esq. I have prepared a "Contract For Services for County Public Defender" which is attached hereto.

Thank you for your consideration. Please feel free to contact me if you have any questions.

Sincerely,



JOHN E. OAKES, ESQ



PATRICK MCGINNIS, ESQ

**CONTRACT FOR SERVICES OF INDEPENDENT
CONTRACTOR COUNTY PUBLIC DEFENDER**

A contract between the COUNTY OF MINERAL, State of Nevada acting by and through the Board of County Commissioners, hereinafter referred to as "County", and John E. Oakes, Esq. And Patrick McGinnis, Esq., hereinafter referred to as "Contractor".

PREAMBLE

WHEREAS, N.R.S. Chapter 20 authorizes the County to appoint a County Public Defender to serve at the pleasure of the Board of County Commissioners; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interest of the County; and

WHEREAS, Contractor represents that he is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. That is contract shall become effective as of the 1st day of July, 2016, and shall continue in affect as hereinafter provided.
2. That the parties agree that the services to be performed by Contractor are as follows:
 - a. Contractor shall provide all public defender services to Mineral County for the period from the 1st day of July, 2016, to the 30th day of June, 2018, to be renewed, extended or limited at the pleasure of the Board of County Commissioners;
 - b. These duties shall consist of representing persons who have requested and have received the appointment of the County public Defender, when designated pursuant to N.R.S. 62.085, 171.188 or 432B.420; without charge to each indigent person for whom he is appointed;

- c. Such duties shall include representations at all stages of criminal proceedings, including interviewing, and all appearances and Justice Court status conferences. Contractor shall also represent persons who have requested and received an appointment of the Public Defender in petitioning for writs of habeas corpus, post-conviction relief, and parole and probation revocation hearings, which are conducted in the County.
 - d. The Public Defender shall be responsible for the sealing of any eligible record relating to an indigent person in consequence to participation by any such person in "Drug Court" sponsored by the Fifth Judicial District Court.
- 3. Contractor shall not represent any co-defendant in a criminal trial in which he has been appointed as counsel for an indigent pursuant to statutes noted above. Contractor shall not represent any interest which conflicts with his duties as counsel for persons charged with crimes under Nevada Statutes.
- 4. In consideration of the above duties, Contractor shall receive the annual sum of Eighty Thousand Dollars (\$80,000.00) for the contract period July 1, 2016 to June 30, 2018; said sum to be paid in monthly installments of \$6,666.66 on or about the last day of the month for which services are rendered.
- 5. The County shall pay contractor the statutory hourly rate for any portion of a non-capital jury trial longer than three regular working days.
- 6. Contractor shall provide sworn verification to the County of any additional fees or expenses requested to be paid by County.
- 7. Contractor further agrees to provide the County with an attorney qualified pursuant to Nevada Supreme Court Rule 250 to act as defense counsel in any capital case arising in

the County. Contractor shall guarantee the County that said attorney will remain current with all conditions and training required by law to attain and maintain capital case qualification solely at Contractor's expense.

- a. County and Contractor recognize that capital cases provide extraordinary circumstances, which will require Contractor to petition the Court for additional attorney's fees and expenses related to investigation and employment of expert witnesses.
8. All costs associated with necessary defense investigators, witnesses, including expert witnesses, and court transcripts shall be paid pursuant to the relevant provisions of the Nevada Revised Statutes.
9. Contractor will specifically be responsible for payment of employees, secretaries and associates who are considered necessary and important to the performance of Contractor's duties with the exceptions noted herein.
10. Contractor shall be construed and interpreted according to the laws of the State of Nevada.
11. Contractor shall neither assign, transfer, nor delegate any rights, obligations or duties under this agreement without prior written consent of the County, except to those specifically employed by the Contractor.
12. The books, records, documents and practice of the Contractor relevant to this agreement shall be subject to inspection and examination by the County (except privileged information protected by Statute).

13. Any reports, studies, photographs, negatives or other documents or drawings prepared by Contractor in the performance of his obligations under this agreement shall be the exclusive property of the County and all such materials shall be remitted to the County by Contractor upon completion, termination or cancellation of this contract.
14. The parties agree that Contractor is an independent contractor and it is expressly understood and agreed that Contractor is not a County employee and there shall be no:
 - a. Withholding of Income taxes by the County;
 - b. State Industrial Insurance Service coverage provided by the County;
 - c. Participation in group insurance plans which may be available to employees of the County;
 - d. Participation or contributions by either the independent contractor or the County to the Public Employees Retirement System;
 - e. Accumulations of vacation leave or sick leave;
 - f. Unemployment compensation coverage provided by the County if the requirements of N.R.S. 612.085 for independent contractors are met.
15. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATED this 13th day of April, 2016.

John E. Oakes, Esq.
Attorney and Counselor at Law
1188 California Avenue
Reno, Nevada 89509
775-324-6257

By: 

Patrick McGinnis, Esq.
Attorney and Counselor at Law
1188 California Avenue
Reno, Nevada 89509
775-324-6257

By: 

ATTEST:

County of Mineral, State of Nevada
Board of County Commissioners
P.O. Box 1450
Hawthorne, Nevada 89415
775-945-2446

By: 

Chairman

FILED

NO. 2016.134

2016 JUN 22 PM 12:12

DOUGLAS COUNTY

CLERK

BY [Signature] DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
MARIA PENCE, ESQ.
PENCE & ASSOCIATES
1662 U.S. HWY. 395 N., SUITE 203
MINDEN, NV 89423
FOR
INDIGENT LEGAL SERVICES**

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Douglas County desires to employ an experienced attorney, Maria Pence, Esq., (hereinafter Attorney) to provide legal services to those indigents involved in the Courts in Douglas County; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Attorney represents that she is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT.

Upon execution by both parties, the contract will be effective for the period of July 1, 2016 through June 30, 2017.

2. WORK TO BE PERFORMED.

The parties agree that the services to be performed are as follows:

A. The Attorney will represent adult criminal defendants that a Court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including appeals and revocation of probation or parole, but not postconviction proceedings.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a Court orders the appointment in accord with NRS Chapter 62.

C. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128. Attorney will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours, per case, for appointments pursuant to NRS 128.100.

D. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, the Attorney must immediately notify the Court.

E. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court.

F. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept the appointed case. The Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next firm in the rotation will be appointed.

3. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney agrees to staff and maintain an office in Douglas County, Nevada. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

C. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

4. PAYMENT FOR SERVICES.

A. Attorney agrees to perform the work set forth in paragraph two at a cost not to exceed \$195,833.33. The County will make the payment to attorney on a quarterly basis in the amount of \$48,958.33. The Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem.

B. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4) (a)-(d), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

5. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.

The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Attorney is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

6. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A to 616D, throughout the entire term of the contract. Attorney must, provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain their professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Attorney shall notify the Senior Judge of the Ninth Judicial District Court if they are brought before the Nevada State Bar on an ethics charge or if they are arrested for a crime.

B. Contractor also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Douglas County Manager.

8. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 45 calendar days after the party has served written notice upon the

other party. All monies due and owing up to the point of termination shall be paid by Douglas County, and all pending cases that were produced for this contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

9. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the District Court Judges. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. There is no requirement to have District Court Judges approval for substitutions that are less than twenty-five (25) judicial days per year.

10. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

11. DELEGATION OF AUTHORITY.

The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this contract. Such designations include the development of factors for determining whether a person is indigent; assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order monthly time summaries from attorneys; preparing vouchers for the quarterly payments to Attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

12. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

13. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

14. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

15. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Douglas County Manager
P.O. Box 218
Minden, NV 89423

Maria Pence, Esq.
Pence & Associates
1662 U.S. Hwy. 395 N., Suite 203
Minden, NV 89423

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

Maria Pence 5/10/14
Maria Pence, Esq. (date)
Pence & Associates

Doug N. Johnson 6/16/14
Doug N. Johnson, Chairman (date)
Board of County Commissioners

Attest:

Kathy Lewis 6/17/14
Kathy Lewis, Douglas County Clerk (date)

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

END OF DOCUMENT

24th day of June, 2014
By [Signature] Deputy

Maria Pence, Bar No. 9890
Douglas County

Rural Contract Counsel Reporting Form

| | |
|--|-----------------------|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | July 2015 - June 2016 |
| Misdemeanor Appointments | 132 |
| Gross Misdemeanor Appointments | 16 |
| Felony Appointments | 63 |
| Misdemeanor Trials | 8 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 1 |
| Fee Requests for an Expert | 11 |
| Fee Requests for an Investigator | 2 |
| Fee Requests for Additional Services | 0 |

COPY

CONTRACT FOR CONFLICT PUBLIC DEFENSE SERVICES

The County of Lincoln, a political subdivision of the State of Nevada, referred hereafter as "County" or "Contracting Authority," and Richard Sears of Sears Law Firm, referred to as "Firm", agree to the provision of conflict public defense services as outlined below for the period from July 1, 2015 to June 30, 2017.

RECITAL

WHEREAS, the State/County has a constitutionally mandated responsibility to provide public defender services under the *U.S. and Nevada Constitutions*;

WHEREAS, the County is authorized pursuant to Nevada Revised Statutes ("NRS") Chapter 260 to create an office of public defender and to fill such office by appointment,

WHEREAS, the County has created such office and appointed firm of Dylan V. Frehner, Attorney at Law, PC as Lincoln County Public Defender;

WHEREAS, the County desires to appoint a conflict public defender to perform legal services for eligible person entitled to public representation in Lincoln County by the Lincoln County Public Defender, but are unable to receive representation due to a conflict of interest;

WHEREAS, the Firm agrees to provide the conflict public defender services for the County, and the County agrees to pay for, competent, zealous representation to its clients as required by the Nevada Rules of Professional Conduct and NRS 260; and

WHEREAS, the County and the Firm agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients of the Firm.

In consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

I. DURATION OF CONTRACT

This Contract shall commence on July 1, 2015 and terminate on June 30, 2017, unless extended or terminated earlier in a manner allowed by this Contract. Unless re-negotiation is requested by either party, this contract shall automatically renew for an additional two year term. The Contract may not renew automatically more than once.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

- A. Eligible client means a defendant, parent, juvenile, or any other person who has been determined by a finding by the Contracting Authority or Court to be entitled to a

Y902

court-appointed attorney pursuant to NRS 62D.030, NRS 171.188, and/or NRS 432B.420.

- B. Case; Case Completion: A Case shall mean representation of one person on one charging document. Completion of a case is deemed to occur when all necessary legal action has been taken during the following period(s):

In criminal cases, from arraignment through disposition, from arraignment through the necessary withdrawal of counsel after the substantial delivery of legal services, or from the entry of counsel into the case (where entry into the case occurs after arraignment through no fault of the Firm) through disposition or necessary withdrawal after the substantial delivery of legal services. Nothing in this definition prevents the Firm from providing necessary legal services to an eligible client prior to arraignment, but payment for such services will require a showing pursuant to the Extraordinary Expenses paragraph below.

In other cases, from appointment through disposition or necessary withdrawal after substantial delivery of legal services.

- C. Disposition: Disposition in criminal cases shall mean: 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that cause number, including but not limited to felony or misdemeanor probation review, that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. No hearing that occurs after 30 days of any of the above will be considered part of case disposition for the purpose of this Contract except that a restitution hearing ordered at the time of original disposition, whether it is held within 30 days or subsequently, shall be included in case disposition. Disposition includes the filing of a notice of appeal and prosecution of an appeal, if applicable.
- D. Representational Services: The services for which the Contracting Authority is to pay the Firm are representational services, including lawyer services required in the representation, administration of indigent cases assigned, appropriate support staff services, investigation and appropriate sentencing advocacy and social work services, and other legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the Contracting Authority is to pay the Firm do not include extraordinary expenses incurred in the representation of eligible clients. The allowance of extraordinary expenses at the cost of the Contracting Authority will be determined by a court of competent jurisdiction in accordance with NRS 7.135-.155 and any other relevant state statute, court rule, and constitutional provisions.

- E. Complex Litigation Cases: Complex Litigation refers solely to all capital cases that proceed to trial.
- F. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the Firm, including expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.
- G. Significant Increases: A significant increase is an increase of 20% or more in the Firm's annual hours to cover the indigent defense caseload.

III. INDEPENDENT CONTRACTOR

The Firm is, for all purposes arising out of this Contract, an independent contractor, and neither the Firm nor its employees shall be deemed employees of the Contracting Authority. The Firm shall complete the requirements of this Contract according to the Firm's own means and methods of work, which shall be in the exclusive charge and control of the Firm and which shall not be subject to control or supervision by the Contracting Authority, except as specified herein.

IV. OVERSIGHT

The Contracting Authority may establish a panel of no less than three (3) individuals to conduct oversight of the Firm in matters such as interpretation of indigent defense standards, recommendation of salary levels and reasonable caseloads, review of contract hours, and response to community and client concerns, among other things. The panel shall be appointed by the Contracting Authority and may include judges, representatives of organizations directly servicing the poor or concerned with the problems of the client community, provided that no single branch of government shall have a majority of votes, and the membership shall not include prosecutors or law enforcement officials. The Firm will meet regularly with the panel but not more than once quarterly.

V. FIRM'S EMPLOYEES AND EQUIPMENT

The Firm agrees that it has secured or will secure at the Firm's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR FIRM ATTORNEYS

- A. Every Firm attorney shall satisfy the minimum requirements for practicing law in Nevada as determined by the Nevada Supreme Court. Eight hours of [each year's required yearly] continuing legal education credits shall be in spent in courses relating to criminal law practice or other areas of law in which the Firm provides legal services to eligible clients under the terms of this Contract. The Firm will maintain for inspection on its premises records of compliance with this provision.
- B. Each Firm attorney representing a defendant accused of a Class A felony, as defined in Nevada Revised Statutes, must have served at least two years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in 5 felony cases that have been submitted to a jury.
- C. Each staff attorney representing a juvenile respondent in a Class A felony, as defined in Nevada Revised Statutes, shall meet the qualifications of (B) above and demonstrate knowledge of the practices of the relevant juvenile court, or have served at least one year as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, assigned to the prosecution or defense of accused persons in juvenile court, or have demonstrably similar experience, and handled at least 5 felony cases through fact finding and disposition in juvenile court.
- D. Each staff attorney representing a defendant accused of a Class B or C felony, as defined in Nevada Revised Statutes, or involved in a probation or parole revocation hearing, must have served at least one year as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been sole trial counsel of record in five misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury alone or of record with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury.
- E. Each attorney representing any other client assigned as a part of this Contract shall meet the requirements of (B) above or work directly under the supervision of a senior, supervising attorney employed by the Firm, who meets the requirements of (B) above. Such direct supervision shall continue until the attorney has demonstrated the ability to handle cases on his/her own.

- E. Notwithstanding the above, each Capital case assigned to the Firm will be staffed by two full time attorneys or FTE attorneys. The lead attorney shall have at least seven years of criminal law experience and training or experience in the handling of Capital cases; associate counsel shall have at least five years of criminal law experience
- F. Failure on the part of the Firm to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Contract. Failure on the part of the Contracting Authority to provide adequate funding to attract and retain experienced staff and supervisor(s) shall be considered a breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

The Firm agrees to provide the services and comply with the requirements of this Contract. The number of cases for which such services will be required is all cases requesting and assigned public defender services for which the Firm does not have a conflict. Any material breaches of this agreement on the part of the Firm or the Contracting Authority may result in action as described in Section XVIII (Corrective Action) or Section XIX (Termination and Suspension).

The Firm agrees to provide representational services in the following types of cases:

The Firm agrees to staff its cases according to the following provisions:

- A. Continuity of representation at all stages of a case, sometimes referred to as "vertical" representation, promotes efficiency, thoroughness of representation, and positive attorney/client relations. The Firm agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Contract. Nothing in this section shall prohibit the Firm from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment.
- C. The Firm agrees that an attorney will make contact with all other clients within 5 working days from notification of case assignment.
- D. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Firm agrees to screen all cases for conflict upon assignment and throughout the discovery process, and to notify promptly the appointing court and/or the Contracting Authority when a conflict is discovered. The Firm will refer to the Nevada Rules of Professional Conduct, as interpreted by the Nevada Bar Association and /or opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice in order to determine the existence and appropriate resolution of conflicts.

- E. It is agreed that the Firm will maintain average annual caseloads per full time attorney or full time equivalent (FTE) no greater than the following:

| | |
|---------------------------|-----|
| Felony Cases | 150 |
| Misdemeanor Cases | 400 |
| Juvenile Offender Cases | 200 |
| Juvenile Dependency Cases | 60 |
| Civil Commitment Cases | 250 |
| Contempt of Court Cases | 225 |
| Drug Court Cases | 200 |
| Appeals | 25 |

These numbers assume that the attorney is assigned only cases that fit into one category. If, instead, a FTE attorney spends half of her time on felony cases and half of her time on misdemeanor cases, she would be expected to carry an annual caseload no greater than 75 felonies and 150 misdemeanors. If the same attorney works less than full time or splits her time between Contract cases and private business, that attorney would be expected to carry a maximum caseload proportional to the portion of her professional time which she devotes to Contract cases. All attorneys who split their time between Contract work and private business as well as work under this contract must report the quantity of hours they devote to private business to the Contracting Authority so that Firm caseload levels may be accurately monitored.

It is assumed that the level of competent assistance of counsel contemplated by this Contract cannot be rendered by an attorney who carries an average annual caseload substantially above these levels. Failure on the part of the Firm to limit its attorneys to these caseload levels is considered to be a material breach of this agreement.

Complex Litigation is considered to be outside of the normal caseload and is handled as described in Section VI. G. below.

- F. Adequate support staff is critical to an attorney's ability to render competent assistance of counsel at the caseload levels described above. The parties agree and expect that at a minimum the Firm will employ support staff services for its attorneys at a level proportionate to the following annual caseloads:

One full time Legal Assistant for every four FTE Contract attorneys
One full time Investigator for every 450 Felony Cases
One full time Investigator for every 600 Juvenile Cases
One full time Investigator for every 1200 Misdemeanor Cases

In addition, attorneys must have access to mental health evaluation and recommendation services as required.

It is expected that support staff will be paid at a rate commensurate with their training, experience and responsibility, at levels comparable to the compensation paid to persons doing similar work in public agencies in the jurisdiction. The Firm may determine the means by which support staff is provided. The use of interns or volunteers is acceptable, as long as all necessary supervision and training is provided to insure that support services do not fall below prevailing standards for quality of such services in this jurisdiction.

- G. If the Firm is to be responsible for representing defendants in Complex Litigation cases, the following provisions apply. Capital cases typically require 2 FTE attorneys and the FTE of one investigator, as well as the services of a mitigation specialist. Aggravated homicide cases are considered Capital cases until such time as an irrevocable decision is made by the Prosecuting Attorney/District Attorney to seek the death penalty in the case.

Complex Litigation cases remain pending until the termination of the guilt phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional Complex Litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

Other special provisions of this Contract which relate to Complex Litigation are found in Section V (Minimum Qualifications) and Section VIII (Assignment of Complex Litigation).

- H. The Firm may use legal interns. If legal interns are used, they will be used in accordance with Nevada Admission to Practice Rules.
- I. The Firm agrees that it will consult with experienced counsel as necessary and will provide appropriate supervision for all of its staff.

Significant Changes

Significant increases in work resulting from changes in court calendars, including the need to staff additional courtrooms, shall not be considered the Firm's responsibility within the terms of this Contract. Any requests by the courts for additional attorney services because of changes in calendars or work schedules will be negotiated separately by the Firm and Contracting Authority and such additional services shall only be required when funding has been approved by the Contracting Authority, and payment arranged by contract modification.

VIII. VARIANCE

The Firm and the Contracting Authority agree that the actual number of hours spent in completion of this contract may vary. It is agreed that the Firm will provide at least 200 attorney/investigator hours (\$20,000 / \$100 per hour) for all cases assigned. The Firm will reimburse the County at the rate of \$100/hour times the number of attorney/investigator hours that fall below the required 200 hours with or before the July Caseload report submitted by the Firm. If the Firm exceeds the 200 hours required, the Firm may request additional compensation pursuant to Section XII.

The Firm shall provide reports as required in the agreement.

IX. ASSIGNMENT OF COMPLEX LITIGATION CASES

If assignment of Complex Litigation cases is contemplated by this Contract, the Firm will designate a full time or FTE attorney for that purpose and the County agrees to pay the Firm a separate rate of \$125/hour. Thereafter, the Firm shall accept all Complex Litigation cases assigned to it by Contracting Authority subject to the following special provisions:

- A. The Contracting Authority shall not assign further Complex Litigation cases while the Firm has a pending Complex Litigation case, unless the Firm has available qualified staff and the Contracting Authority provides the necessary resources.
- B. Should the services of an additional FTE attorney be required due to the pendency of a Capital case, the Contracting Authority and the Firm will negotiate a provision of extra compensation to provide for the services of that attorney.
- C. Once a Complex Litigation case has proceeded for two months, Contracting Authority may request a review of the case, including but not limited to hours spent by the Firm attorney(s) and the expected duration of the case.

X. ATTORNEY TRAINING

Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. The Firm shall provide sufficient training, whether in-house or through a qualified provider of CLE, to keep all of its attorneys who perform work under this Contract abreast of developments in relevant law, procedure, and court rules. If an attorney is transferred to a particular type of case (e.g. a Capital case) after having participated in the required seven hours of annual CLE required in Section V.A, the Firm shall require additional training in the particular type of case, as necessary.

XI. ATTORNEY EVALUATION

If the Contract requires the services of two or more attorneys, the Firm director, or his/her designee, shall evaluate the professional performance of Firm attorneys annually. Evaluations should include monitoring of time and caseload records, review of case files, and in court observation. The Firm shall make available to Contracting Authority its evaluation criteria and evidence that evaluations were conducted, although all evaluations are to be confidential between the Firm's director and the Firm attorney.

XII. COMPENSATION AND METHOD OF PAYMENT

- A. For the term of this contract, the Contracting Authority shall pay the Firm a rate of \$20,000/year for the work performed, excepting therefrom Capital cases, plus or minus the variance agreed to in Section VIII (Variance) or separate compensation agreed to in Section IX (Complex Cases). Payments will be made on a quarterly basis prior to the quarter beginning upon submission of an invoice by the Firm. It is possible that the actual amount of compensation will vary according to other terms of this Contract. The parties contemplate that attorneys working under this Contract will be compensated comparably to prosecutors of similar experience and responsibility.
- B. In the event of Firm failure to substantially comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the Contracting Authority reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the Contracting Authority's right to termination as provided in Section XIX of this Contract.

XIII. REQUESTS FOR CONTRACT MODIFICATIONS

The Firm may submit a request for modification to the Contracting Authority in order to request supplemental funding if the Firm finds that the funding provided by the Contract is no longer adequate to provide the services required by the Contract. Such a request shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Firm budget for work under this Contract to demonstrate the claimed lack of funding. Contracting Authority shall respond to such request within 30 days of receipt. Should such supplemental funding not be approved, Contracting Authority shall notify the Firm within 30 days of the finding of the request that the supplemental funds shall not be available.

XIV. REPORTS AND INSPECTIONS

The Firm agrees to submit to the Contracting Authority the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the Contracting Authority withholding payment until the

required reports are submitted and/or invocation of the Corrective Action procedures in Section XVIII (Corrective Action).

A. Position Salary Profile

The Firm shall submit to the Contracting Authority on the last working day in July and by the 15th day of the first month of each subsequent quarter, a profile of Full-Time Equivalent (FTE) positions for both legal and support staff who perform work on this Contract, distributed by type of case. The report will designate the name and salary for each FTE employee in a format to be provided. The Contracting Authority will not release this information except as required by law. If the employee splits his/her work between work under this Contract and other business, the report will indicate the amount of time that employee devotes to private matters compared to work under this Contract.

B. Caseload Reports

By the fifteenth (15th) day of a quarter, the Firm will report the number of cases completed and hours spent on cases in the past quarter, separated by category, to the Contracting Authority Administrator.

C. Annual Subcontract Attorney Use Report

If the Firm uses any subcontract attorneys in accordance with Section XXI (Assignment and Subcontracting), the Firm shall submit to Contracting Authority a summary report.

D. Bar Complaints

The Firm will immediately notify the Contracting Authority in writing when it becomes aware that a complaint lodged with the Nevada Bar Association/disciplinary body has resulted in reprimand, suspension, or disbarment of any attorney who is a member of the Firm's staff or working for the Firm.

E. Inspections

The Firm agrees to grant the Contracting Authority full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the Contracting Authority may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Firm shall provide to the Contracting Authority right of access to its facilities, including those of any subcontractor, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Firm in a way that allows access by the Contracting Authority without breaching such confidentiality or privilege. The Firm agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the Contracting Authority agrees in writing to an earlier

disposition. Notwithstanding any of the above provisions of this paragraph, none of the Constitutional, statutory, and common law rights and privileges of any client are waived by this agreement. The Contracting Authority will respect the attorney-client privilege.

XV. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Firm agrees to maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of services performed in the performance of this Contract, including the time spent by the Firm on each case.
- B. The Firm agrees to maintain records which sufficiently and properly reflect all direct and indirect costs of any subcontracts or personal service contracts. Such records shall include, but not be limited to, documentation of any funds expended by the Firm for said personal service contracts or subcontracts, documentation of the nature of the service rendered, and records which demonstrate the amount of time spent by each subcontractor personal service contractor rendering service pursuant to the subcontract or personal service contract.
- C. The Firm shall at the request of the Contracting Authority have its annual financial statements relating to this Contract audited by an independent Certified Public Accountant and shall provide the Contracting Authority with a copy of such audit no later than the last working day in July. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the Contracting Authority along with the annual audit report. All audited annual financial statements shall be based on the accrual method of accounting for revenue and expenditures. Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow. Any expense for an audit performed at the request of the Contracting Authority shall be covered by the Contracting Authority.
- D. Records shall be maintained for a period of 5 years after termination of this Contract unless permission to destroy them is granted by the Contracting Authority.

XVI. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contracting Authority assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Firm to Firm employees or others by reason of the Contract. The Firm shall protect, indemnify, and save harmless the Contracting Authority, their officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Firm's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the Contracting Authority's wrongful withholding of funds due under this Contract..

- B. The Firm agrees that it is financially responsible and liable for and will repay the Contracting Authority for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Firm, its officers, employees, representatives or agents.
- C. The Contracting Authority shall indemnify and hold harmless the Firm and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the Contracting Authority, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Firm, the Contracting Authority shall defend the same at its sole cost and expense and if a final judgment is rendered against the Firm and the Contracting Authority and their respective officers, agents, and employees, or any of them, the Contracting Authority shall satisfy the same.

XVII. INSURANCE

Without limiting the Firm's indemnification, it is agreed that the Firm shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Firm shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 for each person; personal injury, \$500,000 for each occurrence, property damage, liability, or a combined single limit of \$500,000 for each occurrence, personal injury and/or property damage liability.

Such insurance shall include the Contracting Authority as an additional insured and shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a duplicate of the policy as evidence of insurance protection.

B. Professional Liability Insurance

The Firm shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Firm which constitute professional services in the performance of this Contract.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. The Firm further agrees that it shall

have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. The Firm shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the Contracting Authority. The Firm shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Firm and the Contracting Authority.

Such insurance shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Firm shall maintain Workers' Compensation coverage as required by the State of Nevada

The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a certified copy of the policy as evidence of insurance protection.

XVIII. EVALUATION GUIDELINES

The Contracting Authority will review information obtained from the Firm to monitor Firm activity, including attorney caseloads, support staff/attorney ratios for each area of cases, the experience level and supervision of attorneys who perform Contract work, training provided to such attorneys, and the compensation provided to attorneys and support staff to assure adherence.

XIX. CORRECTIVE ACTION

If the Contracting Authority reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The Contracting Authority will notify the Firm in writing of the nature of the breach.
2. The Firm shall respond in writing within five (5) working days of its receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The Contracting Authority will notify the Firm in writing of the Contracting Authority's determination as to the sufficiency of the Firm's corrective action plan.

The determination of the sufficiency of the Firm's corrective action plan will be at the discretion of the Contracting Authority and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority Executive. The Contracting Authority agrees that it shall work with the Firm to implement an appropriate corrective action plan.

In the event that the Firm does not respond to the Contracting Authority's notification within the appropriate time, or the Firm's corrective action plan for a substantial breach is determined by the Contracting Authority to be insufficient, the Contracting Authority may commence termination of this Contract in whole or in part pursuant to Section XIX (Termination and Suspension).

In addition, the Contracting Authority reserves the right to withhold a portion of subsequent payments owed the Firm which is directly related to the breach of the Contract until the Contracting Authority is satisfied the corrective action has been taken or completed as described in Section XI (Compensation and Method of Payment).

XX. TERMINATION AND SUSPENSION

A. The Contracting Authority may terminate this Contract in whole or in part upon 10 days' written notice to the Firm in the event that –

1. The Firm substantially breaches any duty, obligation, or service required pursuant to this Contract;
2. The Firm engages in misappropriation of funds; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the Contracting Authority terminates this Contract pursuant to Section XIX. A.1, the Contracting Authority shall provide the Firm written notice of termination, which shall include the reasons for termination and the effective date of termination. The Firm shall have the opportunity to submit a written response to the Contracting Authority within 10 working days from the date of the Contracting Authority's notice. If the Firm elects to submit a written response, the Contracting Authority Administrator will review the response and make a determination within 10 days after receipt of the Firm's response. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority's governing body. In the event the Contracting Authority's governing body reaffirms termination, the Contract shall terminate in 10 days from the date of the final decision of the Contracting Authority's governing body. The Contract will remain in full force pending communication of the Contracting Authority to the Firm.

A decision by the Contracting Authority's governing body affirming termination shall become effective 10 days after it is communicated to the Firm.

- B. The Firm reserves the right to terminate this Contract with cause with 30 days written notice should the Contracting Authority substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Firm terminates this Contract for reasons other than good cause resulting from a substantial breach of this Contract by the Contracting Authority, the Firm shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the Contracting Authority Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Firm's control, fault or negligence.
- C. In the event of the termination or suspension of this Contract, the Firm shall continue to represent clients that were previously assigned and the Contracting Authority will be liable for any payments owed for the completion of that work. The Firm will remit to the Contracting Authority any monies paid for cases not yet assigned or work not performed under the Contract. The Contracting Authority Administrator may request that the Firm attempt to withdraw from any case assigned and not completed. Should a court require, after the Firm has attempted to withdraw, the appearance of counsel from the Firm on behalf of any client previously represented by the Firm where such representation is no longer the obligation of the Firm pursuant to the terms of this Contract, the Contracting Authority will honor payment to the Firm upon judicial verification that continued representation is required.
- D. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Firm shall return to the Contracting Authority those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Firm by the Contracting Authority.
- E. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- G. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal remedies are pursued for wrongful termination or suspension or for any other reason, the non-prevailing party shall be required to reimburse the prevailing party for all attorney's fees.

XXI. RESPONSIBILITY OF MANAGING DIRECTOR OF FIRM

The managing director of the Firm shall be an attorney licensed to practice law in the State of Nevada. The managing director of the Firm shall be ultimately responsible for receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment provided pursuant to this Contract.

XXII. ASSIGNMENT/SUBCONTRACTING

- A. The Firm shall not assign or subcontract any portion of this Contract without consent of the Contracting Authority. Any consent sought must be requested by the Firm in writing not less than five days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to short-term personal service contracts with individuals to perform work under the direct supervision and control of the Firm. Short-term personal service contracts include any contract for a time period less than one year. Any individuals entering into such contracts shall meet all experience requirements imposed by this Contract. The Contracting Authority shall be notified of any short-term contracts which are renewed, extended or repeated at any time throughout the Contract.
- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Firm.
- C. The term "Personal Service Contract" as used above shall mean a contract for the provision of professional services which includes but is not limited to counseling services, consulting services, social work services, investigator services and legal services.

XXIII. RENEGOTIATION

Either party may request that the provisions of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. Oral representations or understandings not later reduced to writing and made a part of this agreement shall not in any way modify or affect this agreement.

XXIV. ATTORNEYS' FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys' fees of the prevailing party.

XXV. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

1. In writing; and
2. Directed to the Chief Executive Officer of the Firm and the director/manager of the Contracting Authority department/division specified on page 1 of this Contract.

Any time limit by which a party must take some action shall be computed from the date that notice is received by said party.

XXVI. THE PARTIES' ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

XXVII. NONDISCRIMINATION


During the performance of this Contract, neither the Firm nor any party subcontracting with the Firm under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Firm shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXVIII. CONFLICT OF INTEREST

No officer, employee, or agent of the Contracting Authority, or the State of Nevada, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or the Firm.

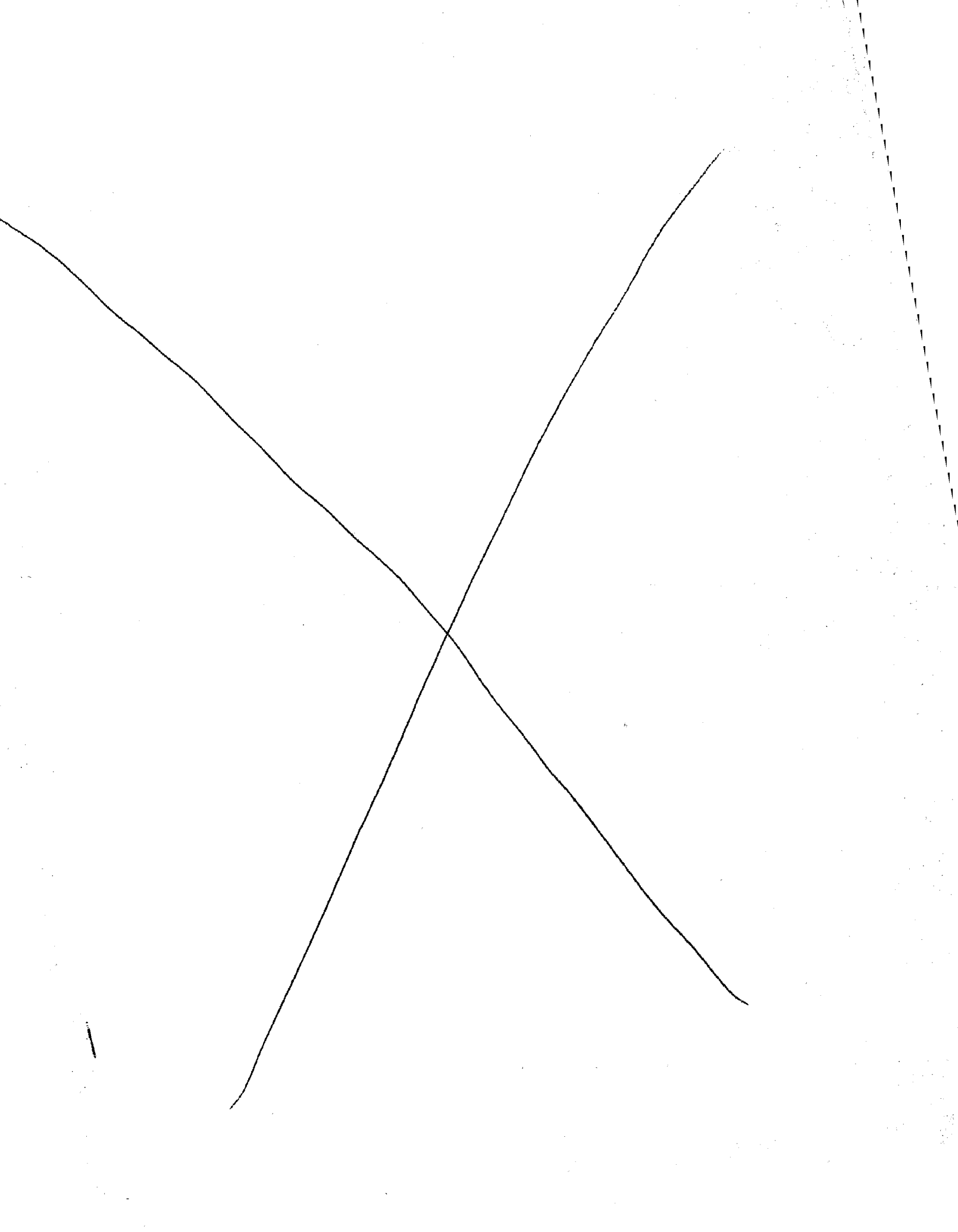
Agreed:


Firm


Contracting Authority

Date: 4/9/2015

Date: _____



COPY

CONTRACT FOR PUBLIC DEFENSE SERVICES

The County of White Pine, a political subdivision of the State of Nevada, referred hereafter as "County" or "Contracting Authority," and Richard W. Sears, Attorney at Law, PC, referred to as "Firm" or "Agency", agree to the provision of public defense services as outlined below for the period from July 1, 2015 to June 30, 2017.

RECITAL

WHEREAS, the State/County has a constitutionally mandated responsibility to provide public defender services under the *U.S. and Nevada Constitutions*;

WHEREAS, the County is authorized pursuant to Nevada Revised Statutes ("NRS") Chapter 260 to create an office of public defender and to fill such office by appointment;

WHEREAS, the County desires to have legal services performed for eligible person entitled to public representation in White Pine County by the Firm, as authorized by law;

WHEREAS, the Firm agrees to provide 1/3 of the public defender services for the County, and the County agrees to pay for, competent, zealous representation to its clients as required by the Nevada Rules of Professional Conduct and NRS 260; and

WHEREAS, the County and the Firm agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients of the Firm.

In consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

I. DURATION OF CONTRACT

This Contract shall commence on July 1, 2015 and terminate on June 30, 2017, unless extended or terminated earlier in a manner allowed by this Contract.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible client means a defendant, parent, juvenile, or any other person who has been determined by a finding by the Contracting Authority or Court to be entitled to a court-appointed attorney, pursuant to NRS 62D.030, NRS 171.188, and/or NRS 432B.420.

B. Case; Case Completion: A Case shall mean representation of one person on one charging document. In the event of multiple counts stemming from

separate transactions, additional case credit will be recognized. Completion of a case is deemed to occur when all necessary legal action has been taken during the following period(s):

In criminal cases, from arraignment through disposition, from arraignment through the necessary withdrawal of counsel after the substantial delivery of legal services, or from the entry of counsel into the case (where entry into the case occurs after arraignment through no fault of the Firm) through disposition or necessary withdrawal after the substantial delivery of legal services. Nothing in this definition prevents the Firm from providing necessary legal services to an eligible client prior to arraignment, but payment for such services will require a showing pursuant to the Extraordinary Expenses paragraph below.

In other cases, from appointment through disposition or necessary withdrawal after substantial delivery of legal services.

- C. Disposition: Disposition in criminal cases shall mean: 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that cause number, including but not limited to felony or misdemeanor probation review, that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. No hearing that occurs after 30 days of any of the above will be considered part of case disposition for the purpose of this Contract except that a restitution hearing ordered at the time of original disposition, whether it is held within 30 days or subsequently, shall be included in case disposition. Disposition includes the filing of a notice of appeal and prosecution of an appeal, if applicable.
- D. Representational Services: The services for which the Contracting Authority is to pay the Firm are representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and social work services, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other Firm and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the Contracting Authority is to pay the Firm do not include extraordinary expenses incurred in the representation of eligible clients. The allowance of extraordinary expenses at the cost of the Contracting Authority will be determined by a court of competent jurisdiction in accordance with NRS 7.135-.155 and any other relevant state statute, court rule, and constitutional provisions.
- E. Complex Litigation Cases: Complex Litigation refers solely to all death penalty cases that proceed to trial.

F. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the Firm, including expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in death penalty cases is included in this category.

G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The Firm is, for all purposes arising out of this Contract, an independent contractor, and neither the Firm nor its employees shall be deemed employees of the Contracting Authority. The Firm shall complete the requirements of this Contract according to the Firm's own means and methods of work, which shall be in the exclusive charge and control of the Firm and which shall not be subject to control or supervision by the Contracting Authority, except as specified herein.

V. FIRM'S EMPLOYEES AND EQUIPMENT

The Firm agrees that it has secured or will secure at the Firm's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract.

VII. PERFORMANCE REQUIREMENTS

The Firm agrees to provide the services and comply with the requirements of this Contract. The number of cases for which such services will be required is 1/3 of all cases requesting and assigned public defender services. Any material breaches of this agreement on the part of the Firm or the Contracting Authority may result in action as described in Section XVIII (Corrective Action) or Section XIX (Termination and Suspension).

The Firm agrees to provide representational services in the following types of cases:

The Firm agrees to staff its cases according to the following provisions:

A. Continuity of representation at all stages of a case, sometimes referred to as "vertical" representation, promotes efficiency, thoroughness of

representation, and positive attorney/client relations. The Firm agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Contract. Nothing in this section shall prohibit the Firm from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment.

- B. The Firm agrees that an attorney will make contact with all other clients within 5 working days from notification of case assignment.
- C. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Firm agrees to screen all cases for conflict upon assignment and throughout the discovery process, and to notify promptly the appointing court and/or the Contracting Authority when a conflict is discovered. The Firm will refer to the Nevada Rules of Professional Conduct, as interpreted by the Nevada Bar Association and /or opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice in order to determine the existence and appropriate resolution of conflicts.
- D. It is agreed that the Firm will maintain average annual caseloads per full time attorney or full time equivalent (FTE) no greater than the following:

| | |
|---------------------------|-----|
| Felony Cases | 150 |
| Misdemeanor Cases | 400 |
| Juvenile Offender Cases | 200 |
| Juvenile Dependency Cases | 60 |
| Civil Commitment Cases | 250 |
| Contempt of Court Cases | 225 |
| Drug Court Cases | 200 |
| Appeals | 25 |

These numbers assume that the attorney is assigned only cases that fit into one category. If, instead, a FTE attorney spends half of her time on felony cases and half of her time on misdemeanor cases, she would be expected to carry an annual caseload no greater than 75 felonies and 150 misdemeanors. If the same attorney works less than full time or splits her time between Contract cases and private business, that attorney would be expected to carry a maximum caseload proportional to the portion of her professional time which she devotes to Contract cases. All attorneys who split their time between Contract work and private business as well as work under this contract must report the quantity of hours they devote to private business to the Contracting Authority so that Firm caseload levels may be accurately monitored.

It is assumed that the level of competent assistance of counsel contemplated by this Contract cannot be rendered by an attorney who carries an average annual caseload substantially above these levels. Failure on the part of the Firm to limit its attorneys to these caseload levels is considered to be a material breach of this agreement.

- E. Adequate support staff is critical to an attorney's ability to render competent assistance of counsel at the caseload levels described above. The parties agree and expect that at a minimum the Firm will employ support staff services for its attorneys at a level proportionate to the following annual caseloads:

One full time Legal Assistant for every four FTE Contract attorneys
One full time Investigator for every 450 Felony Cases
One full time Investigator for every 600 Juvenile Cases
One full time Investigator for every 1200 Misdemeanor Cases

In addition, attorneys must have access to mental health evaluation and recommendation services as required.

It is expected that support staff will be paid at a rate commensurate with their training, experience and responsibility, at levels comparable to the compensation paid to persons doing similar work in public agencies in the jurisdiction. The Firm may determine the means by which support staff is provided. The use of interns or volunteers is acceptable, as long as all necessary supervision and training is provided to insure that support services do not fall below prevailing standards for quality of such services in this jurisdiction.

- F. If the Firm is to be responsible for representing defendants in death penalty cases, the following provisions apply. The Firm will handle capital cases as required by Supreme Court Rule 250 and compensation will be in accord with that rule. As of 2015, compensation in capital cases is set at \$125.00 per hour. Open Murder cases are considered Capital cases until such time as an irrevocable decision is made by the Prosecuting Attorney/District Attorney not to seek the death penalty in the case.

Death Penalty cases remain pending until the termination of the guilt phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional Complex Litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

- G. The Firm may use legal interns. If legal interns are used, they will be used in accordance with Nevada Admission to Practice Rules.

- H. The Firm agrees that it will consult with experienced counsel as necessary and will provide appropriate supervision for all of its staff.

Significant Increases

Increases in work resulting from having to try cases outside of the Seventh Judicial District or an increase in hours of more than 20%, shall be separately negotiated. Any requests by the courts for additional attorney services because of changes in calendars or work schedules will be negotiated separately by the Firm and Contracting Authority and such additional services shall only be required when funding has been approved by the Contracting Authority, and payment arranged by contract modification.

The Firm may submit a request for modification to the Contracting Authority in order to request supplemental funding if the Firm finds that the funding provided by the Contract is no longer adequate to provide the services required by the Contract. Such a request shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Firm budget for work under this Contract to demonstrate the claimed lack of funding. Contracting Authority shall respond to such request within 30 days of receipt. Should such supplemental funding not be approved, Contracting Authority shall notify the Firm within 30 days of the finding of the request that the supplemental funds shall not be available.

VIII. VARIANCE

The Firm and the Contracting Authority agree that the actual number of hours spent in completion of this contract may vary. It is agreed that the Firm will provide at least 1611 attorney/investigator hours (\$145,000 / \$90 per hour) for all cases assigned. The Firm will reimburse the County at the rate of \$90/hour times the number of attorney/investigator hours that fall below the required 1611 hours. If the Firm exceeds the 1611 hours required, the Firm may request additional compensation pursuant to Section XII.

The Firm shall provide reports as required in the agreement.

IX. ASSIGNMENT OF DEATH PENALTY CASES

If assignment of Death Penalty cases is contemplated by this Contract, the Firm will designate a full time or PTE attorney for that purpose and the County agrees to pay the Firm a separate rate of \$125/hour. Thereafter, the Firm shall accept all Death Penalty cases assigned to it by the County subject to the following special provisions:

- A. The County shall not assign further Death Penalty cases while the Firm has a pending Death Penalty case, unless the Firm has available qualified staff and the County provides the necessary resources.
- B. Should the services of an additional FTE attorney be required due to the pendency of a Death Penalty case, the County and the Firm will negotiate a provision of extra compensation to provide for the services of that attorney.
- C. Once a Death Penalty case has proceeded for two months, the County may request a review of the case, including but not limited to hours spent by the Firm attorney(s) and the expected duration of the case.

X. ATTORNEY TRAINING

Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. The Firm shall provide sufficient training, whether in-house or through a qualified provider of CLE, to keep all of its attorneys who perform work under this Contract abreast of developments in relevant law, procedure, and court rules. If an attorney is transferred to a particular type of case (e.g. a Capital case) after having participated in the required seven hours of annual CLE required in Section V.A, the Firm shall require additional training in the particular type of case, as necessary.

XI. ATTORNEY EVALUATION

If the Contract requires the services of two or more attorneys, the Firm director, or his/her designee, shall evaluate the professional performance of Firm attorneys annually. Evaluations should include monitoring of time and caseload records, review of case files, and in court observation. The Firm shall make available to Contracting Authority its evaluation criteria and evidence that evaluations were conducted, although all evaluations are to be confidential between the Firm's director and the Firm attorney.

XII. COMPENSATION AND METHOD OF PAYMENT

- A. For the term of this contract, the Contracting Authority shall pay the Firm a rate of \$145,000/year for the work performed, excepting therefrom Capital cases, plus or minus the variance agreed to in Section VIII (Variance) or separate compensation agreed to in Section IX (Complex Cases). Payments will be made on a quarterly basis prior to the quarter beginning upon submission of an invoice by the Firm. It is possible that the actual amount of compensation will vary according to other terms of this Contract. The parties contemplate that attorneys working under this Contract will be compensated comparably to prosecutors of similar experience and responsibility.

- B. In the event of Firm failure to substantially comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the Contracting Authority reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the Contracting Authority's right to termination as provided in Section XIX of this Contract.

XIII. REPORTS AND INSPECTIONS

The Firm agrees to submit to the Contracting Authority the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the Contracting Authority withholding payment until the required reports are submitted and/or invocation of the Corrective Action procedures in Section XVIII (Corrective Action).

A. Position Salary Profile

The Firm shall submit to the Contracting Authority on the last working day in January and by the 15th day of the first month of each subsequent quarter, a profile of Full-Time Equivalent (FTE) positions for both legal and support staff who perform work on this Contract, distributed by type of case. The report will designate the name and salary for each FTE employee in a format to be provided. The Contracting Authority will not release this information except as required by law. If the employee splits his/her work between work under this Contract and other business, the report will indicate the amount of time that employee devotes to private matters compared to work under this Contract.

B. Caseload Reports

By the fifteenth (15th) day of a quarter, the Firm will report the number of cases completed and hours spent on cases in the past quarter, separated by category, to the Contracting Authority Administrator.

C. Annual Subcontract Attorney Use Report

If the Firm uses any subcontract attorneys in accordance with Section XXI (Assignment and Subcontracting), the Firm shall submit to Contracting Authority a summary report.

D. Bar Complaints

The Firm will immediately notify the Contracting Authority in writing when it becomes aware that a complaint lodged with the Nevada Bar Association/disciplinary body has resulted in reprimand, suspension, or

disbarment of any attorney who is a member of the Firm's staff or working for the Firm.

E. Inspections

The Firm agrees to grant the Contracting Authority full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the Contracting Authority may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Firm shall provide to the Contracting Authority right of access to its facilities, including those of any subcontractor, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Firm in a way that allows access by the Contracting Authority without breaching such confidentiality or privilege. The Firm agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the Contracting Authority agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the Constitutional, statutory, and common law rights and privileges of any client are waived by this agreement. The Contracting Authority will respect the attorney-client privilege.

XIV. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Firm agrees to maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of services performed in the performance of this Contract, including the time spent by the Firm on each case.
- B. The Firm agrees to maintain records which sufficiently and properly reflect all direct and indirect costs of any subcontracts or personal service contracts. Such records shall include, but not be limited to, documentation of any funds expended by the Firm for said personal service contracts or subcontracts, documentation of the nature of the service rendered, and records which demonstrate the amount of time spent by each subcontractor personal service contractor rendering service pursuant to the subcontract or personal service contract.
- C. The Firm shall at the request of the Contracting Authority have its annual financial statements relating to this Contract audited by an independent Certified Public Accountant and shall provide the Contracting Authority with a copy of such audit no later than the last working day in July. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the Contracting Authority along with the annual audit report. All audited annual

financial statements shall be based on the accrual method of accounting for revenue and expenditures. Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow. Any expense for an audit performed at the request of the Contracting Authority shall be covered by the Contracting Authority.

- D. Records shall be maintained for a period of 5 years after termination of this Contract unless permission to destroy them is granted by the Contracting Authority.

XV. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contracting Authority assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Firm to Firm employees or others by reason of the Contract. The Firm shall protect, indemnify, and save harmless the Contracting Authority, their officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Firm's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the Contracting Authority's wrongful withholding of funds due under this Contract..
- B. The Firm agrees that it is financially responsible and liable for and will repay the Contracting Authority for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Firm, its officers, employees, representatives or agents.
- C. The Contracting Authority shall indemnify and hold harmless the Firm and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the Contracting Authority, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Firm, the Contracting Authority shall defend the same at its sole cost and expense and if a final judgment is rendered against the Firm and the Contracting Authority and their respective officers, agents, and employees, or any of them, the Contracting Authority shall satisfy the same.

XVI. INSURANCE

Without limiting the Firm's indemnification, it is agreed that the Firm shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation as described below.

- A. General Liability Insurance

The Firm shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 for each person, personal injury, \$500,000 for each occurrence, property damage, liability, or a combined single limit of \$500,000 for each occurrence, personal injury and/or property damage liability.

Such insurance shall include the Contracting Authority as an additional insured and shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a duplicate of the policy as evidence of insurance protection.

B. Professional Liability Insurance

The Firm shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Firm which constitute professional services in the performance of this Contract.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. The Firm further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. The Firm shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the Contracting Authority. The Firm shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Firm and the Contracting Authority.

Such insurance shall not be reduced or canceled without 30 days' prior written notice to the Contracting Authority. The Firm shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Firm shall maintain Workers' Compensation coverage as required by the State of Nevada

The Firm shall provide a certificate of insurance or, upon written request of the Contracting Authority, a certified copy of the policy as evidence of insurance protection.

XVII. EVALUATION GUIDELINES

The Contracting Authority will review information obtained from the Firm to monitor Firm activity, including attorney caseloads, support staff/attorney ratios for each area of cases, the experience level and supervision of attorneys who perform Contract work, training provided to such attorneys, and the compensation provided to attorneys and support staff to assure adherence.

XVIII. CORRECTIVE ACTION

If the Contracting Authority reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The Contracting Authority will notify the Firm in writing of the nature of the breach.
2. The Firm shall respond in writing within five (5) working days of its receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The Contracting Authority will notify the Firm in writing of the Contracting Authority's determination as to the sufficiency of the Firm's corrective action plan. The determination of the sufficiency of the Firm's corrective action plan will be at the discretion of the Contracting Authority and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority Executive. The Contracting Authority agrees that it shall work with the Firm to implement an appropriate corrective action plan.

In the event that the Firm does not respond to the Contracting Authority's notification within the appropriate time, or the Firm's corrective action plan for a substantial breach is determined by the Contracting Authority to be insufficient, the Contracting Authority may commence termination of this Contract in whole or in part pursuant to Section XIX (Termination and Suspension).

In addition, the Contracting Authority reserves the right to withhold a portion of subsequent payments owed the Firm which is directly related to the breach of the Contract until the Contracting Authority is satisfied the corrective action has been

taken or completed as described in Section XI (Compensation and Method of Payment).

XIX. TERMINATION AND SUSPENSION

A. The Contracting Authority may terminate this Contract in whole or in part upon 10 days' written notice to the Firm in the event that -

1. The Firm substantially breaches any duty, obligation, or service required pursuant to this Contract;
2. The Firm engages in misappropriation of funds; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the Contracting Authority terminates this Contract pursuant to Section XIX. A.1, the Contracting Authority shall provide the Firm written notice of termination, which shall include the reasons for termination and the effective date of termination. The Firm shall have the opportunity to submit a written response to the Contracting Authority within 10 working days from the date of the Contracting Authority's notice. If the Firm elects to submit a written response, the Contracting Authority Administrator will review the response and make a determination within 10 days after receipt of the Firm's response. In the event the Firm does not concur with the determination, the Firm may request a review of the decision by the Contracting Authority Executive. In the event the Contracting Authority Executive reaffirms termination, the Contract shall terminate in 10 days from the date of the final decision of the Contracting Authority Executive. The Contract will remain in full force pending communication of the Contracting Authority Executive to the Firm. A decision by the Contracting Authority Executive affirming termination shall become effective 10 days after it is communicated to the Firm.

B. The Firm reserves the right to terminate this Contract with cause with 30 days written notice should the Contracting Authority substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Firm terminates this Contract for reasons other than good cause resulting from a substantial breach of this Contract by the Contracting Authority, the Firm shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the Contracting Authority Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Firm's control, fault or negligence.

C. Either party may terminate this contract without cause upon written notice to the other party 180 days prior to termination.

- D. In the event of the termination or suspension of this Contract, the Firm shall continue to represent clients that were previously assigned and the Contracting Authority will be liable for any payments owed for the completion of that work. The Firm will remit to the Contracting Authority any monies paid for cases not yet assigned or work not performed under the Contract. The Contracting Authority Administrator may request that the Firm attempt to withdraw from any case assigned and not completed. Should a court require, after the Firm has attempted to withdraw, the appearance of counsel from the Firm on behalf of any client previously represented by the Firm where such representation is no longer the obligation of the Firm pursuant to the terms of this Contract, the Contracting Authority will honor payment to the Firm upon judicial verification that continued representation is required.
- D. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Firm shall return to the Contracting Authority those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Firm by the Contracting Authority.
- E. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- F. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal remedies are pursued for wrongful termination or suspension or for any other reason, the non-prevailing party shall be required to reimburse the prevailing party for all attorney's fees.

XX. RESPONSIBILITY OF MANAGING DIRECTOR OF FIRM

The managing director of the Firm shall be an attorney licensed to practice law in the State of Nevada. The managing director of the Firm shall be ultimately responsible for receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment provided pursuant to this Contract.

XXI. ASSIGNMENT/SUBCONTRACTING

- A. The Firm shall not assign or subcontract any portion of this Contract without consent of the Contracting Authority. Any consent sought must be requested by the Firm in writing not less than five days prior to the date of any proposed assignment or sub-contract, provided that this provision shall not apply to short-term personal service contracts with individuals to perform work under the direct supervision and control of the Firm. Short-term personal service contracts include any contract for a time period less than one year. Any

individuals entering into such contracts shall meet all experience requirements imposed by this Contract. The Contracting Authority shall be notified of any short-term contracts which are renewed, extended or repeated at any time throughout the Contract.

- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Firm.
- C. The term "Personal Service Contract" as used above shall mean a contract for the provision of professional services which includes but is not limited to counseling services, consulting services, social work services, investigator services and legal services.

XXII. RENEGOTIATION

Either party may request that the provisions of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. Oral representations or understandings not later reduced to writing and made a part of this agreement shall not in any way modify or affect this agreement.

XXIII. ATTORNEYS' FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys' fees of the prevailing party.

XXIV. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

1. In writing; and
2. Directed to the Chief Executive Officer of the Firm and the director/manager of the Contracting Authority department/division specified on page 1 of this Contract.

Any time limit by which a party must take some action shall be computed from the date that notice is received by said party.

XXV. THE PARTIES' ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are

excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

XXVI. NONDISCRIMINATION

During the performance of this Contract, neither the Firm nor any party subcontracting with the Firm under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.


The Firm shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXVII. CONFLICT OF INTEREST

No officer, employee, or agent of the Contracting Authority, or the State of Nevada, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or the Firm.

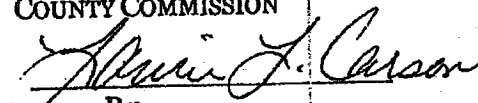
AGREED:

SEARS LAW FIRM, LTD.

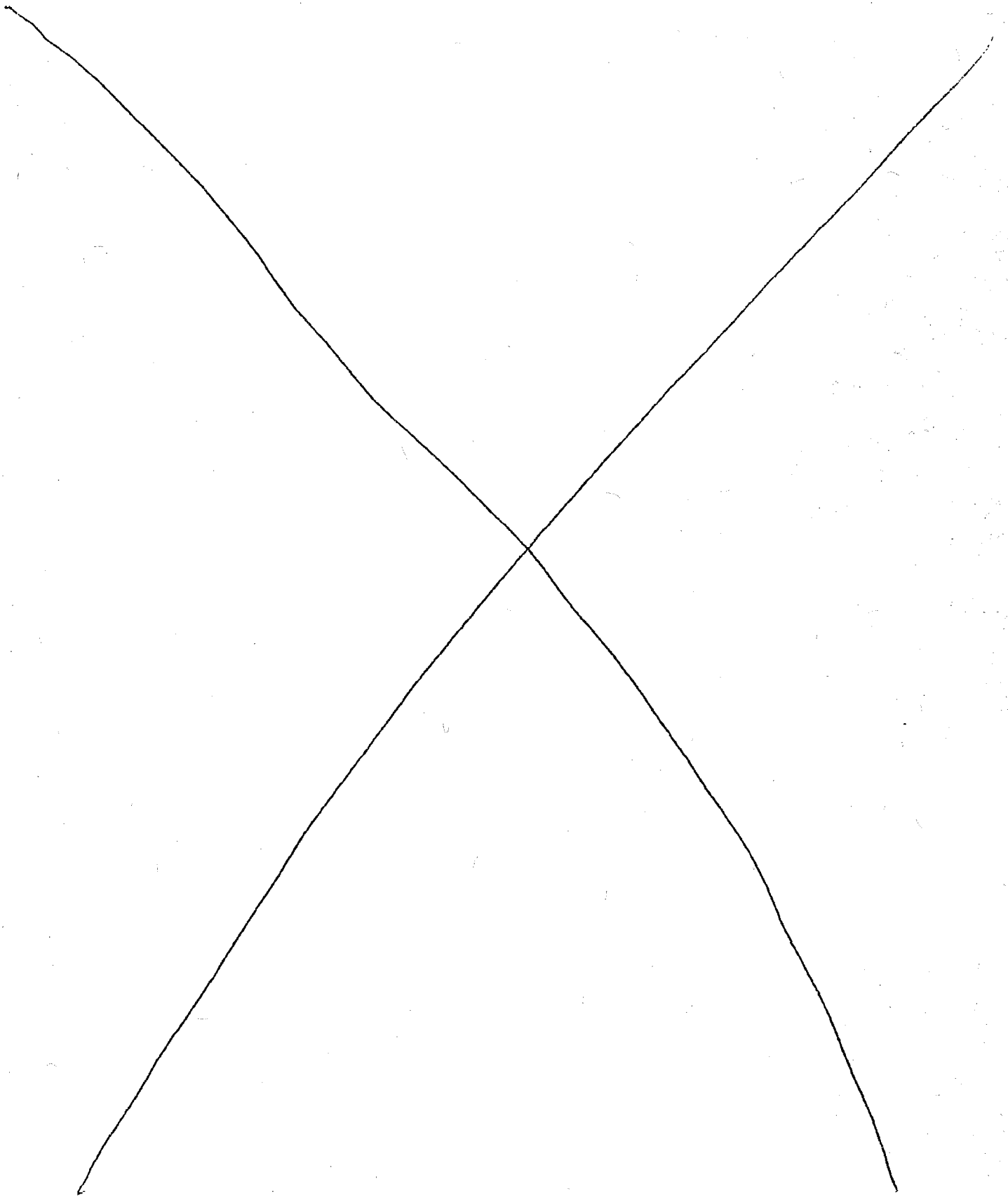

Richard W. Sears Law Firm

Date: 5/2/2015

WHITE PINE COUNTY, NEVADA
COUNTY COMMISSION


By _____
Its Chairman

Date: _____



Rural Contract Counsel Reporting Form

| | |
|--|-----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 13 |
| Gross Misdemeanor Appointments | 1 |
| Felony Appointments | 109 |
| Misdemeanor Trials | 0 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 6 |
| Fee Requests for an Expert | 4 |
| Fee Requests for an Investigator | 1 |
| Fee Requests for Additional Services | 0 |

Jennifer M. Spencer
Elko County

Rural Contract Counsel Reporting Form

| | |
|---|-----------------------------|
| <input type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | October 2014 - July 2015 |
| Misdemeanor Appointments | ~ 5 |
| Gross Misdemeanor Appointments | |
| Felony Appointments | |
| Misdemeanor Trials | |
| Gross Misdemeanor Trials | |
| Felony Trials | |
| Fee Requests for an Expert | |
| Fee Requests for an Investigator | |
| Fee Requests for Additional Services | |

While in private practice from 10/2014 - 7/2015 I was appointed to approximately 5 misdemeanor cases as conflict counsel in Elko, Wells and Jackpot (I practiced primarily in family law). These cases resulted in plea agreements. I do not believe there was a contract involving my appointments; rather, I was just included on a conflict list.

Thank you

Jennifer M. Spencer
PO Box 2605
Elko NV 89803

Walker - Carson City

Gradick, Jamie

From: Dixie Walker <dixieleewalker@gmail.com>
Sent: Wednesday, August 03, 2016 9:52 AM
To: Gradick, Jamie
Subject: Indigent defense contract statistics

Categories: Reference

Hi Jamie ~

I received a letter from Justice Michael A. Cherry requesting statistical information for the last calendar/fiscal year.

I currently keep statistics required by the Supreme Court and submit a quarterly report to Tracy Ashton who has an office in the Carson City District. Tracy developed a spreadsheet based on the information required by the Supreme Court. However, the statistics I gather and report do not include trial information, fee requests for experts or investigators, or fee requests for additional services. Those statistics are simply not tracked and for me to gather those statistics, I would need to pull every file Ben has been appointed on for the last year and go through each one. That task is going to take me much, much longer than the time allowed for having this information to you. I can fax you copies of the statistics I have reported to Tracy since January 2015 if this would be helpful.

I have also placed a telephone call to Tracy, who I believe is on vacation at this time. I am asking her to add the information requested by Justice Cherry to the current statistical report in order that I will be able to provide this information in the future.

Please call me at 882-8851 or email me with any questions or concerns, and if the statistical reports I currently provide to Tracy/Supreme Court will be helpful.

Sincerely,

Donis Rodarte, assistant to
Robert B. Walker, Esq.

Fax Cover Sheet

ROBERT B. WALKER

Attorney at Law
415 W. Second St.
Carson City, Nevada 89703
Phone (775) 882-8851
Fax (775) 882-8854

| | |
|--|-------------------------------------|
| Send to: Supreme Court of Nevada | From: Ben Walker |
| Attention: Jamie Gradick | Date: August 4, 2016 |
| Office Location: | Phone Number: (775) 882-8854 |
| Fax Number: 684-1723 | Re: Statistical Reporting |

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your information

Total pages, including cover: 53

Comments:

Hi Jamie - I am faxing all of the quarterly statistical reports I have provided to the Supreme Court via Tracy Ashton. I understand Justice Cherry requested July the last calendar/fiscal year, but I thought you should have all the reports starting July 1, 2014 through the current report ending June 30, 2016. I will send you a copy of the current contract as well, under separate cover.

Please let me know if you have any questions.

Donis Rodarte, assistant to
Robert B. Walker, Esq.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this facsimile is strictly prohibited.

Conflict Counsel Quarterly Report

Name: Robert B. Walker, EsEmail: dixieleewalker@gmail.comQuarter: 4/1/16 - 6/30/16Phone: (775)882-8851

Juvenile Cases

| | | | |
|---------------------------|----------|-----------------------|---|
| Opened | 1 | Parole Viol. Pending | 5 |
| Closed | 2 | Parole Viol. Resolved | 0 |
| Felony | 5 | Prob. Viol. Pending | 0 |
| Gross Misd. | 0 | Prob. Viol. Resolved | 1 |
| Misd. | 0 | | |
| Parole Violations | 0 | | |
| Probation Violations | 1 | | |
| Total Opened Cases | 3 | | |

Adult Criminal Cases

| | |
|---------------------------|-----------|
| Opened | 60 |
| Closed | 38 |
| Justice/Muni Court | 66 |
| District Court | 27 |
| Felony | 53 |
| Gross Misd. | 1 |
| Misd. | 9 |
| Total Opened Cases | 45 |

Extraordinary Cases/Capital Cases

| | |
|---------------------------|----------|
| Pending | 0 |
| Resolved | 0 |
| Total Additional Costs | \$0.00 |
| | |
| | |
| Total Opened Cases | 0 |

NRS 432B Cases

| | |
|---------------------------|----------|
| Adults Represented | 5 |
| Children Represented | 0 |
| Opened | 5 |
| Closed | 0 |
| | |
| Total Opened Cases | 5 |

Probation & Parole Violations

| | |
|---------------------------|----------|
| Parole Violations | 0 |
| Probation Violations | 8 |
| Parole Viol. Pending | 0 |
| Parole Viol. Resolved | 0 |
| Prob. Viol. Pending | 1 |
| Prob. Viol. Resolved | 9 |
| Total Opened Cases | 8 |

Juvenile Information Worksheet

[illegible]

Juvenile Information Worksheet

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 5 | 0 | 0 | 0 | 5 | 0 | 1 | 0 | 1 | 1 | 2 |
|---|---|---|---|---|---|---|---|---|---|---|---|

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information | CCJC |
|----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|------|
| 16CR001971C | Y | N | Y | Y | N | | DIAZ, JOEL | Y |
| 16CR002181C | Y | N | N | Y | N | | ALVAREDO-ESTRADA, RAFAEL | Y |
| 16CR005501C004 | N | Y | N | Y | Y | SENTENCED | GORMLEY, ASHLEY | Y |
| 16CR005521C | N | N | Y | Y | Y | SENTENCED | URQUIZA, JOEL | Y |
| 16CR005751C002 | Y | N | N | Y | Y | DISMISSED | LAUGHLIN, DAVID | Y |
| | Y | N | N | Y | Y | DISMISSED | LAUGHLIN, DAVID | Y |
| | Y | N | N | Y | Y | SENTENCED | LAUGHLIN, DAVID | Y |
| | Y | N | N | Y | Y | DISMISSED | LAUGHLIN, DAVID | Y |
| 16CR005841C002 | Y | N | N | Y | Y | SENTENCED | LAMPLEY, PAZLEY | Y |
| 16CR004451C002 | Y | N | N | Y | N | | MATHISON, CODY ANN | Y |
| 16CR004721C002 | N | N | Y | Y | Y | SENTENCED | MAURER, ALEXIS | Y |
| 16CR004941C008 | N | N | Y | Y | N | | FRANK, KENNETH | Y |
| 15CR019431C | N | N | N | N | Y | DISMISSED | SLATER, SAMANTHA | Y |
| 15CR018541C | N | N | N | N | Y | SENTENCED | THOMAS, PATRICIA | Y |
| | N | N | N | N | Y | DISMISSED | THOMAS, PATRICIA | Y |
| 16CR003351C001 | N | N | N | N | Y | SENTENCED | JESPERSEN, ALEXANDER | Y |
| 15CR020371C | Y | N | N | Y | N | | WATROUS, KENNETH | Y |
| | Y | N | N | Y | N | | WATROUS, KENNETH | Y |
| 16CR006301C001 | Y | N | N | Y | N | | JOHNSON, MARDELL | Y |
| | Y | N | N | Y | N | | JOHNSON, MARDELL | Y |
| | Y | N | N | Y | N | | JOHNSON, MARDELL | Y |
| | Y | N | N | Y | N | | JOHNSON, MARDELL | Y |
| 15CR003041B | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |

Adult Criminal Information Worksheet

| Case No. | Felony (Y,N) | Gross Misd. (Y,N) | Misd. (Y,N) | Opened (Y,N) | Closed (Y,N) | Summary of Reason for Closure | Other Pertinent Information | CCJC |
|----------------|-----------------|-------------------------|----------------|-----------------|-----------------|-------------------------------|-----------------------------|------|
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| | Y | N | N | Y | N | | LEAKE, KYLE | N |
| 16CR000021B | Y | N | N | Y | N | | LEAKE, KYLE | N |
| 15CP020781CM9 | N | N | N | N | Y | SENTENCED | WRIGHT, CHRISTINA | Y |
| 16CR007711C002 | Y | N | N | Y | N | | FLORES, YVONNE | Y |
| | Y | N | N | Y | N | | FLORES, YVONNE | Y |
| | Y | N | N | Y | N | | FLORES, YVONNE | Y |
| | Y | N | N | Y | N | | PETIPAS, JOSEPH | Y |
| 16CR005981C004 | Y | N | N | Y | N | | COONEY, USA | Y |
| 16CR001201C002 | N | N | N | N | Y | DISMISSED | THOMAS, PATRICIA | Y |
| 15CR018541C | N | N | N | N | Y | SENTENCED | BAILEY-HOWELL, MICHELLE | Y |
| 16CR003381C | N | N | N | N | Y | KEN WARD'S OFFICE RETAINED | PAEIZ, MELINDA | Y |
| 15CR013371C002 | N | N | N | N | Y | SENTENCED | FLORES, YVONNE | Y |
| | N | N | N | N | Y | DISMISSED | FLORES, YVONNE | Y |
| | N | N | N | N | Y | DISMISSED | FLORES, YVONNE | Y |
| | N | N | N | N | Y | DISMISSED | FLORES, YVONNE | Y |
| 16CR002681C | N | N | N | N | Y | DISMISSED | RAMIREZ, ISAI | Y |
| 15CR020551C | N | N | N | N | Y | SENTENCED | RICHEY, CALUM | Y |

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information | CCJC |
|----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|------|
| | N | N | N | N | Y | DISMISSED | RICHEY, CALUM | Y |
| | N | N | N | N | Y | DISMISSED | RICHEY, CALUM | Y |
| | N | N | N | N | Y | DISMISSED | RICHEY, CALUM | Y |
| 15CR019601C | N | N | N | N | Y | SENTENCED | WOODWARD, RICHARD | Y |
| | N | N | N | N | Y | SENTENCED | WOODWARD, RICHARD | Y |
| 16CR007441C | Y | N | N | Y | N | | LANUZA-ALFARO, EDDY | Y |
| 15CR009921C | N | N | N | N | Y | SENTENCED | BOWERS, PETER | Y |
| 15TR084631C | N | N | N | N | Y | SENTENCED | ESCOBEDO, DIEGO | Y |
| | N | N | N | N | N | DISMISSED | ESCOBEDO, DIEGO | Y |
| 16CR008551C002 | N | N | Y | Y | Y | SENTENCED | ROWE, CHASE | Y |
| 16CR006461C | N | N | Y | Y | N | | FRANKLIN, ANDREW | Y |
| | N | N | Y | Y | N | | FRANKLIN, ANDREW | Y |
| 16CR000501B | N | N | N | N | Y | SENTENCE DEFERRED | BORST, LAURA | N |
| 16CR001371C001 | Y | N | N | Y | N | | RUBIO, MICHELLE | Y |
| | Y | N | N | Y | N | | RUBIO, MICHELLE | Y |
| 16CR00901C | Y | N | N | Y | N | | MARIZZA, MATTHEW | Y |
| | Y | N | N | Y | N | | MARIZZA, MATTHEW | Y |
| | Y | N | N | Y | N | | MARIZZA, MATTHEW | Y |
| | Y | N | N | Y | N | | MARIZZA, MATTHEW | Y |
| 16CR008851C | Y | N | N | Y | N | | EVANS, TARRON | Y |
| 16CR009361C | Y | N | N | Y | N | | CARILLO, FELIX | Y |
| | Y | N | N | Y | N | | CARILLO, FELIX | Y |
| 15CR008661C | N | N | Y | Y | N | | CARILLO, FELIX | Y |
| 16CR000231B002 | N | N | N | N | Y | SUSPENSION OF PROCEEDINGS | RAMIREZ, ISAI | N |
| 16CR000881B | N | N | N | N | Y | SENTENCED | RAMIREZ, ISAI | N |
| 16CR003601C002 | N | N | N | N | Y | DISMISSED | TRAN, JOSEPH | Y |
| | N | N | N | N | Y | DISMISSED | TRAN, JOSEPH | Y |
| 16CR006731C | N | N | Y | Y | N | | CANTRELL, ROBERT | Y |
| 16CR001781C001 | Y | N | N | N | N | | | N |

Adult Criminal Information Worksheet

[illegible]

NRS 432B Information Worksheet

[illegible]

NRS 432B Information Worksheet

[illegible]

Probation Parole Violation Worksheet

[illegible]

Conflict Counsel Quarterly Report

Name: Robert B. Walker, EsEmail: dixieleewalker@gmail.comQuarter: 1/1/16 to 3/31/16Phone: (775)882-8851

Juvenile Cases

| | | | |
|---------------------------|----------|-----------------------|---|
| Opened | 8 | Parole Viol. Pending | 0 |
| Closed | 4 | Parole Viol. Resolved | 0 |
| Felony | 2 | Prob. Viol. Pending | 1 |
| Gross Misd. | 2 | Prob. Viol. Resolved | 0 |
| Misd. | 3 | | |
| Parole Violations | 0 | | |
| Probation Violations | 1 | | |
| Total Opened Cases | 5 | | |

Adult Criminal Cases

| | |
|---------------------------|-----------|
| Opened | 32 |
| Closed | 13 |
| Justice/Muni Court | 38 |
| District Court | 4 |
| Felony | 23 |
| Gross Misd. | 1 |
| Misd. | 8 |
| Total Opened Cases | 27 |

Extraordinary Cases/Capital Cases

| | |
|-----------------|--------|
| Pending | 0 |
| Resolved | 0 |
| Charged to City | \$0.00 |

Total Opened Cases 0

NRS 432B Cases

| | |
|----------------------|---|
| Adults Represented | 2 |
| Children Represented | 0 |
| Opened | 2 |
| Closed | 1 |

Total Opened Cases 2

Probation & Parole Violations

| | |
|-----------------------|---|
| Parole Violations | 0 |
| Probation Violations | 2 |
| Parole Viol. Pending | 0 |
| Parole Viol. Resolved | 0 |
| Prob. Viol. Pending | 1 |
| Prob. Viol. Resolved | 2 |

Total Opened Cases 2

Juvenile Information Worksheet

[illegible]

Conflict Counsel Quarterly Report

Name: Robert B. Walker, Esq.

Email: dixieleewalker@gmail.com

Quarter: 10/1/15 - 12/31/15

Phone: (775)882-8851

Juvenile Cases

| | | | |
|---------------------------|----------|-----------------------|---|
| Opened | 3 | Parole Viol. Pending | 0 |
| Closed | 0 | Parole Viol. Resolved | 0 |
| Felony | 0 | Prob. Viol. Pending | 1 |
| Gross Misd. | 0 | Prob. Viol. Resolved | 0 |
| Misd. | 2 | | |
| Parole Violations | 0 | | |
| Probation Violations | 1 | | |
| Total Opened Cases | 2 | | |

Adult Criminal Cases

| | |
|---------------------------|-----------|
| Opened | 42 |
| Closed | 26 |
| Justice/Muni Court | 56 |
| District Court | 3 |
| Felony | 34 |
| Gross Misd. | 2 |
| Misd. | 16 |
| Total Opened Cases | 34 |

Extraordinary Cases/Capital Cases

| | |
|---------------------------|----------|
| Pending | 0 |
| Resolved | 0 |
| Charged to City | \$0.00 |
| | |
| | |
| Total Opened Cases | 0 |

NRS 432B Cases

| | |
|---------------------------|----------|
| Adults Represented | 5 |
| Children Represented | 0 |
| Opened | 5 |
| Closed | 2 |
| | |
| Total Opened Cases | 5 |

Probation & Parole Violations

| | |
|---------------------------|----------|
| Parole Violations | 0 |
| Probation Violations | 5 |
| Parole Viol. Pending | 0 |
| Parole Viol. Resolved | 0 |
| Prob. Viol. Pending | 5 |
| Prob. Viol. Resolved | 3 |
| Total Opened Cases | 5 |

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misc. (Y, N) | Misc. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information |
|----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|
| | N | N | Y | N | Y | SENTENCED | |
| 15CR018331C002 | N | N | Y | Y | N | | MATTHEWS, ERIC |
| | N | N | Y | Y | N | | MATTHEWS, ERIC |
| 15CR001181B | N | N | N | N | Y | SENTENCED | MADDEN, JACOB |
| 15CR016841C001 | Y | N | N | Y | N | | SCHUMACHER, CHRISTO |
| | N | N | Y | Y | N | | SCHUMACHER, CHRISTO |
| 15CR015631C004 | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| | Y | N | N | Y | N | | BLADES, REGINA |
| 15CR019811C001 | N | N | Y | Y | N | | VAIL, ALEXANDREW |
| 15CR015061C002 | Y | N | N | N | Y | DISMISSED | JOHNSON, BRANON |
| 15CR002511B | Y | N | N | N | N | SENTENCED | COLLIS, DEREK |
| 15CR013601C | N | N | Y | | Y | SENTENCED | FLEGIER, LAURA |
| 15CR019761C | Y | N | N | Y | N | | ASIS, PAMELA |
| 15CR020291C002 | Y | N | N | Y | N | | KEPLER, JAMES |
| 15CR020551C | Y | N | N | Y | N | | RICHEY, CALUM |
| 15CR019601C | Y | N | N | Y | N | | WOODWARD, RICHARD |
| 15CR020781C | N | N | Y | Y | N | | WRIGHT, CHRISTINA |
| 15CR019431C | N | N | Y | Y | N | | SLATER, SAMANTHA |
| 15CR018541C | N | N | Y | Y | N | | THOMAS, PATRICIA |

[illegible]

FAXED
10/11/15

Conflict Counsel Quarterly Report

*Mailed by Tracy 10/11/15*Name: Robert B. Walker, EsEmail: dixieleewalker@gmail.comQuarter: 7/1/15 - 9/30/15Phone: (775)882-8851**Juvenile Cases**

| | | | |
|---------------------------|----------|-----------------------|---|
| Opened | 2 | Parole Viol. Pending | 0 |
| Closed | 1 | Parole Viol. Resolved | 0 |
| Felony | 0 | Prob. Viol. Pending | 2 |
| Gross Misd. | 0 | Prob. Viol. Resolved | 0 |
| Misd. | 0 | | |
| Parole Violations | 0 | | |
| Probation Violations | 2 | | |
| Total Opened Cases | 4 | | |

Extraordinary Cases/Capital Cases

| | |
|-----------------|--------|
| Pending | 1 |
| Resolved | 0 |
| Charged to City | \$0.00 |

Total Opened Cases 1**Probation & Parole Violations**

| | |
|-----------------------|----|
| Parole Violations | 0 |
| Probation Violations | 11 |
| Parole Viol. Pending | 0 |
| Parole Viol. Resolved | 0 |
| Prob. Viol. Pending | 9 |
| Prob. Viol. Resolved | 5 |

Total Opened Cases 11**Adult Criminal Cases**

| | |
|---------------------------|-----------|
| Opened | 31 |
| Closed | 33 |
| Justice/Muni Court | 45 |
| District Court | 8 |
| Felony | 10 |
| Gross Misd. | 2 |
| Misd. | 20 |
| Total Opened Cases | 44 |

NRS 432B Cases

| | |
|----------------------|---|
| Adults Represented | 2 |
| Children Represented | 0 |
| Opened | 2 |
| Closed | 0 |

Total Opened Cases 2

[illegible]

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information | CCJC | CCDC |
|----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|------|------|
| 14CR002121C003 | N | N | N | N | Y | PROBATION EXTENDED | HARRELL | Y | N |
| | N | N | N | N | Y | PROBATION EXTENDED | HARRELL | Y | N |
| 14CR000171C | N | N | N | N | Y | SUSPENDED SENTENCE REVOKED | BEKAKIS | Y | N |
| 15CR010491C001 | Y | N | N | Y | N | | MINTER, CHRISTIAN | Y | N |
| 15CR011431C | N | N | Y | Y | N | | ROWE, CHASE | Y | N |
| 15CR010441C | N | N | Y | Y | N | | DIXON, DARRYL | Y | N |
| 15CR008591C001 | N | N | N | N | Y | SENTENCED | SMITH, ROBERT | Y | N |
| 95CR000691B | N | N | N | N | Y | SENTENCED | HARRELL, MICHAEL | N | Y |
| 15CR009681C002 | N | N | N | N | Y | DEFERRED SENTENCE | GONZALES, SARAH | Y | N |
| 15CR008801C | N | N | N | N | Y | SENTENCED | NOVAK, JAMES | Y | N |
| 15CR006501C002 | N | N | N | N | Y | DISMISSED | CARRASCO, MICHELLE | Y | N |
| 15CR009861C | N | N | Y | Y | Y | SENTENCED CT. 1 | BRAZIL, KYLE | Y | N |
| 15CR001501B | N | N | N | N | Y | SENTENCED | ARAGON, JOHN | N | Y |
| 15CR012701C002 | N | N | Y | Y | N | | WING, DANIELLE | Y | N |
| 15CR010681C | N | N | Y | Y | Y | SENTENCED | SKENANDORE, REED | Y | N |
| 15CR012311C | N | N | Y | Y | Y | SENTENCED | SKENANDORE, REED | Y | N |
| 15CR011341C | N | N | Y | Y | N | | ANDREWS, KEVIN | Y | N |
| 15CR01171C002 | Y | N | Y | Y | N | | GONZALES, OLIVIA | Y | N |
| 15CR013371C002 | N | N | Y | Y | N | | PAETZ, MELINDA | Y | N |
| | N | N | Y | Y | N | | PAETZ, MELINDA | Y | N |
| 15CR010971C001 | N | N | Y | Y | N | | SAMMARIPA, LEBREN | Y | N |
| | N | N | N | Y | N | | SAMMARIPA, LEBREN | Y | N |
| 15CR013351C001 | N | N | Y | Y | Y | SENTENCED | WEITZEL, LOGAN | Y | N |
| | N | N | Y | Y | Y | SENTENCED | WEITZEL, LOGAN | Y | N |
| | N | N | Y | Y | Y | DISMISSED | WEITZEL, LOGAN | Y | N |
| | N | N | Y | Y | Y | DISMISSED | WEITZEL, LOGAN | Y | N |
| 15CR013591C001 | N | N | Y | Y | N | | KIMMINS, LENNETTE | Y | N |
| 15CR003911C | N | N | N | N | Y | DISMISSED | TORVIK, RORY | Y | N |
| 15CR004001C | N | N | N | N | Y | DISMISSED | TORVIK, RORY | Y | N |
| 15CR003001C | N | N | N | N | Y | DISMISSED | TORVIK, RORY | Y | N |

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information | CCJC | CCDC |
|----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|------|------|
| 15CR006441C | N | N | N | N | Y | SENTENCED | KYLE | Y | N |
| 15CR011931C | N | N | Y | Y | Y | SENTENCE DEFERRED | AARON | Y | N |
| 15CR010471C | Y | Y | N | Y | Y | WITHDREW | RUSSELL | Y | N |
| 15CR006581C001 | N | N | N | N | Y | SENTENCED (CL 1) | CHRIS | Y | N |
| | N | N | N | N | Y | DISMISSED (CL 2) | CHRIS | Y | N |
| 15CR001051B002 | N | N | N | N | Y | SENTENCED | SARAH | N | N |
| 15CR014661C | Y | N | N | Y | N | | JACOB | Y | N |
| 15CR013601C | N | N | Y | Y | N | | LAURA | Y | N |
| 15CR001331B | N | N | N | N | Y | SENTENCED | | N | Y |
| 15CR001511B | N | N | N | N | Y | SENTENCED | | N | Y |
| 15CR014991C | Y | N | N | Y | N | | PAUL | Y | N |
| | Y | N | N | Y | N | | PAUL | Y | N |
| | Y | N | N | Y | N | | PAUL | Y | N |
| | Y | N | N | Y | N | | PAUL | Y | N |
| 15CR014241C | N | N | Y | Y | N | | N. TARA | Y | N |
| 15CR001631B | N | N | N | N | Y | SENTENCED | ERRAIN | N | Y |
| 15CR007411C004 | N | N | N | N | Y | SENTENCED | PABLO | Y | N |
| 15CR001731B | N | N | N | N | Y | SENTENCED | GARY | N | Y |
| 15CR001791B | N | N | N | N | Y | SENTENCED | JAMES | N | Y |
| 15CR015061C001 | N | Y | N | Y | N | | N. | Y | N |
| 15CR015231C001 | N | N | Y | Y | Y | WITHDREW | SARAH | Y | N |
| 15CR016291C002 | Y | N | N | Y | N | | MARSA | Y | N |
| 15CR016071C | Y | N | N | Y | N | | THOMAS | Y | N |
| 15CR001841B | N | N | N | N | Y | SENTENCED | JOSHUA | N | Y |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |
| | N | N | N | N | N | | | N | N |

[illegible]

Extraordinary / Capital Cases Worksheet

[illegible]

[illegible]

NRS 432B Information Worksheet

[illegible]

Probation Parole Violation Worksheet

[illegible]

○

Adult Criminal Information Worksheet

| Case No. | Felony (Y, N) | Gross Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | Summary of Reason for Closure | Other Pertinent Information | CCJC | CCDC |
|-----------------|------------------|--------------------------|-----------------|------------------|------------------|-------------------------------|-----------------------------|------|------|
| 15CR006281C002 | Y | N | N | Y | N | SENTENCED | THOMAS, SARAH | Y | N |
| 15CR000341C001 | Y | N | N | Y | Y | SENTENCED | CLEMENTS, ROBI | Y | N |
| | N | N | N | Y | Y | DISMISSED | CLEMENTS, ROBI | Y | N |
| 15CR003381C002 | N | N | N | Y | Y | | BYARS, DEANA | Y | N |
| 15CR001411C002 | N | N | N | Y | Y | SENTENCED | MCCORD, BRIANNE | Y | N |
| | N | N | N | Y | Y | CHARGE DISMISSED | MCCORD, BRIANNE | Y | N |
| | N | N | N | Y | Y | CHARGE DISMISSED | MCCORD, BRIANNE | Y | N |
| 15CR00064.0031B | N | N | N | Y | Y | SENTENCED | MOORE, JOSEPH | N | Y |
| 15CR001051B | N | N | N | Y | Y | SENTENCED | | N | Y |
| 15CR000651B | N | N | N | Y | Y | SENTENCED | CHASE, KYLE | Y | N |
| 15CR006441C | N | Y | N | Y | N | | MARTINEZ, PABLO | Y | N |
| 15CR007411C004 | Y | N | N | Y | Y | SENTENCED | MARTINEZ, PABLO | Y | N |
| | Y | N | N | Y | Y | DISMISSED | MARTINEZ, PABLO | Y | N |
| 15CR007511C001 | Y | N | Y | Y | N | | JIMINEZ, ERRAIN | Y | N |
| | N | N | Y | Y | N | | JIMINEZ, ERRAIN | Y | N |
| 15CR007621C | Y | N | N | Y | N | | FLOYD, JOSHUA | Y | N |
| 15CR035591C | Y | N | N | Y | N | | TEUSCHER, MARK | Y | N |
| 15CR005891C | N | N | Y | Y | Y | CHARGE DISMISSED | TEUSCHER, MARK | Y | N |
| | N | N | Y | Y | N | | TEUSCHER, MARK | Y | N |
| 15CR006581C001 | Y | N | N | Y | N | | KAECCKER, CHRISTOPHER | Y | N |
| 15CR00151B002 | N | N | N | N | Y | SENTENCED | KUNZ, JASON | Y | N |
| 15CR000511B002 | Y | N | N | N | Y | SENTENCE SUSPENDED | KUNZ, JASON | N | Y |
| 15CR008671C | N | N | Y | Y | N | | LAVINE, MARK | Y | N |
| 15CR008201E001 | Y | N | N | Y | N | | ELVERUD, JAMES | Y | N |
| 15CR008861C001 | Y | N | N | Y | N | | WEIHEIML, RACHELL | Y | N |
| 15CR008961C | Y | N | N | Y | N | | ARGON, JOHN | Y | N |
| 14CR005751C002 | N | N | N | N | Y | DISMISSED | | Y | N |
| 15CR004391C | N | N | N | N | Y | DISMISSED | MADDOX, CHRISTOPHER | Y | N |
| 15CR008801C | Y | N | N | Y | N | | NOVAK, JAMES | Y | N |
| 15CR009681C002 | N | N | Y | Y | N | | GONZALES, SARAH | Y | N |

100

0/04/2016 09:35 FAX 7758828854
COCKERILLWALKERARMSTRONG 035/048

Conflict Counsel Quarterly Report

*sent to Lucy
9/15/15*

Name: Robert B. WalkerEmail: dixieleewalker@gmail.comQuarter: 1/1/15 - 3/31/15Phone: (775) 882-8851

Juvenile Cases

| | | | |
|---------------------------|---|-----------------------|---|
| Opened | 1 | Parole Viol. Pending | 0 |
| Closed | 1 | Parole Viol. Resolved | 0 |
| Felony | 0 | Prob. Viol. Pending | 0 |
| Gross Misd. | 1 | Prob. Viol. Resolved | 0 |
| Misd. | 4 | | |
| Parole Violations | 0 | | |
| Probation Violations | 0 | | |
| Total Opened Cases | | | |

Adult Criminal Cases

| | |
|---------------------------|----|
| Opened | 35 |
| Closed | 21 |
| Justice/Muni Court | 46 |
| District Court | 12 |
| Felony | 25 |
| Gross Misd. | 1 |
| Misd. | 28 |
| Total Opened Cases | 41 |

Ordinary Cases/Capital Cases

| | |
|-----------------|--------|
| Pending | 0 |
| Resolved | 0 |
| Charged to City | \$0.00 |

Total Opened Cases 0

NRS 432B Cases

| | |
|----------------------|---|
| Adults Represented | 2 |
| Children Represented | 0 |
| Opened | 2 |
| Closed | 0 |

Total Opened Cases 2

Probation & Parole Violations

| | |
|-----------------------|---|
| Parole Violations | 0 |
| Probation Violations | 0 |
| Parole Viol. Pending | 0 |
| Parole Viol. Resolved | 0 |
| Prob. Viol. Pending | 0 |
| Prob. Viol. Resolved | 0 |

Total Opened Cases 0

Case No.

15JCR100081X

870/880 ②

Adult Criminal Information Worksheet

| Case No. | Gross | | | | Summary of Reason for Closure | Other Pertinent Information | CCJC | CCDC |
|--------------------|------------------|-----------------|-----------------|------------------|-------------------------------|-----------------------------|------|------|
| | Felony (Y, N) | Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | | | |
| 13 CR 01945 1C | N | N | N | N | Y | SENTENCED | Y | N |
| 15 CR 00002 1B 001 | N | N | N | N | Y | SENTENCED | N | Y |
| 15 CR 00017 1B | N | N | N | N | Y | SENTENCED | N | Y |
| 13 TR 04329 1C | N | N | N | N | Y | SENTENCED | Y | N |
| 13 CR 00953 1C | N | N | N | N | Y | SENTENCED | Y | N |
| 13 CR 01896 1C | N | N | N | N | Y | SENTENCED | Y | N |
| 14CR019171C | N | N | Y | Y | N | | Y | N |
| 14CR018031C | N | N | Y | Y | Y | DISMISSED | Y | N |
| 15CR000241C001 | N | N | Y | Y | Y | SENTENCED | Y | N |
| | N | N | Y | N | Y | SENTENCED | Y | N |
| | N | N | Y | N | Y | SENTENCED | Y | N |
| 15CR000231B001 | Y | N | N | Y | Y | SENTENCED | N | Y |
| 14CR000331B | Y | N | N | Y | Y | SENTENCED | N | Y |
| 15CR000331B | Y | N | N | Y | Y | SENTENCED | N | Y |
| 14CR019031C001 | N | N | Y | Y | N | | Y | N |
| 15CR000361B002 | Y | N | N | Y | N | | N | Y |
| 14CR016491C | N | N | Y | Y | N | | Y | N |
| 15CR000341C001 | N | N | Y | Y | N | | Y | N |
| | N | N | Y | N | N | | Y | N |
| 15CR001761C | Y | N | N | Y | Y | SENTENCED | Y | N |
| 14CR015451C | N | N | Y | Y | Y | SENTENCED | Y | N |
| 15CR000511B002 | Y | N | N | Y | N | | N | Y |
| 15CR000641B003 | Y | N | N | Y | N | | N | Y |
| 15CR001411C002 | N | N | Y | Y | N | | Y | N |
| | N | N | Y | N | N | | Y | N |
| | N | N | Y | N | N | | Y | N |
| | N | N | Y | N | N | | Y | N |
| 15CR001071C002 | N | N | Y | Y | Y | SENTENCED | Y | N |
| | N | N | Y | Y | Y | SENTENCED | Y | N |

Adult Criminal Information Worksheet

| Case No. | Gross | | | | | Summary of Reason for Closure | Other Pertinent Information | CCJC | CCDC |
|----------------|------------------|-----------------|-----------------|------------------|------------------|----------------------------------|-----------------------------|------|------|
| | Felony (Y, N) | Misd. (Y, N) | Misd. (Y, N) | Opened (Y, N) | Closed (Y, N) | | | | |
| 14CR019751C | Y | N | N | Y | N | | | Y | N |
| 15CR002661C002 | N | N | Y | Y | Y | SENTENCED | | Y | N |
| | N | N | Y | N | Y | SENTENCED | | Y | N |
| 15CR002341C | N | N | Y | Y | N | | | Y | N |
| 15CR000651B | Y | N | N | Y | N | | | N | Y |
| 15CR002981C002 | Y | N | N | Y | N | | | N | Y |
| 15CR00251B001 | Y | N | N | Y | Y | WITHDREW - CONFLICT WITH CO-DEFT | | N | Y |
| 15CR003381C002 | N | N | Y | Y | N | | | Y | N |
| 14C002121C003 | N | N | Y | Y | N | | | Y | N |
| 15CR000691B | Y | N | N | Y | N | | | N | Y |
| 15CR003001C | N | N | Y | Y | N | | | Y | N |
| | N | N | Y | N | N | | | Y | N |
| | N | N | Y | N | N | | | Y | N |
| 15CR003631C | Y | N | N | Y | N | | | Y | N |
| 15CR003701C | Y | N | N | Y | N | | | Y | N |
| 15CR003911C | Y | N | N | Y | N | | | Y | N |
| | Y | N | N | N | N | | | Y | N |
| 15CR994991C | N | N | Y | Y | N | | | Y | N |
| 15CR004441C | Y | N | N | Y | N | | | Y | N |
| | Y | N | N | N | N | | | Y | N |
| 15CR004071C | Y | N | N | Y | N | | | Y | N |
| | Y | N | N | N | N | | | Y | N |
| | Y | N | N | N | N | | | Y | N |
| | Y | N | N | N | N | | | Y | N |
| 14CR014431C001 | N | N | Y | Y | N | | | Y | N |
| | N | N | Y | N | N | | | Y | N |
| 15CR004391C | N | Y | N | Y | N | | | Y | N |
| 15CR004811C | Y | N | N | Y | N | | | Y | N |
| | Y | N | N | N | N | | | N | N |
| | Y | N | N | N | N | | | N | N |

Adult Criminal Information Worksheet

[illegible]

Adult Criminal Information Worksheet

[illegible]

Adult Criminal Information Worksheet

[illegible]

Conflict Counsel Quarterly Report

ROBERT B. WALKER
ATTORNEY AT LAW

415 WEST SECOND STREET

Name: **CARSON CITY, NEVADA 89703-4231**

Quarter: **7/1/14 - 12/31/14**

Email: **DIXIELEEWALKER@gmail.com**

Phone: **(775) 882-8851**

Juvenile Cases

| | | | |
|----------------------|---|--|---|
| Opened | 3 | Parole Viol. Pending | 0 |
| Closed | 3 | Parole Viol. Resolved | 0 |
| Felony | 1 | Prob. Viol. Pending | |
| Gross Misd. | 0 | Prob. Viol. Resolved | |
| Misd. | 1 | <i>PROBATION VIOLATIONS ARE NOT TRACKED AT THIS TIME. THE PAPERWORK IS INCLUDED IN THE ORIGINAL CRIMINAL CASE.</i> | |
| Parole Violations | 0 | | |
| Probation Violations | 0 | | |
| Total Opened Cases | 3 | | |

Extraordinary Cases/Capital Cases

| | |
|-----------------|----|
| Pending | |
| Resolved | |
| Charged to City | \$ |

Total Opened Cases

Probation & Parole Violations

| | | |
|-----------------------|---|--|
| Parole Violations | 0 | <i>PROBATION VIOLATIONS ARE NOT TRACKED AT THIS TIME. THE PAPERWORK IS INCLUDED IN THE ORIGINAL CRIMINAL CASE.</i> |
| Probation Violations | | |
| Parole Viol. Pending | 0 | |
| Parole Viol. Resolved | 0 | |
| Prob. Viol. Pending | | |
| Prob. Viol. Resolved | | |

Total Opened Cases

Adult Criminal Cases

| | |
|-----------------------------------|----|
| Opened | 69 |
| Closed | 52 |
| Justice/Muni Court District Court | |
| Felony | 39 |
| Gross Misd. | 1 |
| Misd. | 42 |
| Total Opened Cases | 69 |

NRS 432B Cases

| | |
|----------------------|---|
| Adults Represented | 4 |
| Children Represented | 0 |
| Opened | 4 |
| Closed | 0 |

Total Opened Cases

*did not have the paperwork
@ this time*

Rural Contract Counsel Reporting Form

Noel S. Waters - Carson City

| | |
|--|----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 60 |
| Gross Misdemeanor Appointments | 4 |
| Felony Appointments | 72 |
| Misdemeanor Trials | |
| Gross Misdemeanor Trials | |
| Felony Trials | |
| Fee Requests for an Expert | |
| Fee Requests for an Investigator | |
| Fee Requests for Additional Services | |

Woodbury — Elko County

Rural Contract Counsel Reporting Form

| | |
|--|----|
| <input checked="" type="checkbox"/> Fiscal or <input type="checkbox"/> Calendar Year | |
| Misdemeanor Appointments | 0 |
| Gross Misdemeanor Appointments | 0 |
| Felony Appointments | 20 |
| Misdemeanor Trials | 0 |
| Gross Misdemeanor Trials | 0 |
| Felony Trials | 3 |
| Fee Requests for an Expert | 0 |
| Fee Requests for an Investigator | 2 |
| Fee Requests for Additional Services | 0 |