



STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

896 West Nye Lane, Suite 202 | Carson City, NV 89703-1578
Phone: (775) 687-8490 | dids.nv.gov

Designee Agreement of Terms & Conditions

This Agreement is made this ____ day of _____, 20____, between the State of Nevada Department of Indigent Defense Services (“DIDS” or “the Department”) and its Designated Appointed Counsel Administrator _____ (“Designee”), to ensure compliance with DIDS Regulations and relevant Nevada Law.

The Term of this Agreement will remain in effect throughout Designee’s tenure as Designee.

The Designee maintains their designation at the pleasure of the Executive Director of DIDS. The Executive Director of DIDS may suspend or revoke the designation at any time, with or without cause or reason.

Designee agrees to the following terms and conditions:

1. The Designee agrees to comply with all relevant statutory and regulatory authority, specifically, Nevada Revised Statutes Chapter 180 and Nevada Administrative Code Chapter 180.
2. The Designee agrees to utilize LegalServer case management software, for which an account and training will be provided by DIDS at no cost to Designee, in the performance of their duties and in a manner as required by the Department.
3. In the performance of their duties, Designee must maintain their independence from the judiciary and the prosecuting agency. If any member of the judiciary or the prosecuting agency attempts to exert pressure or influence over Designee’s performance of their duties, Designee must report the attempts to the Department as soon as is practicable.
4. If any funds approved by Designee are subsequently denied or modified by any person for any reason, Designee must report the denial or modification of funds to the Department as soon as is practicable.
5. If the Designee becomes aware of any possible violations of Nevada Revised Statutes Chapter 180 or Nevada Administrative Code Chapter 180, Designee must furnish the following information to the Department as soon as is practicable:
 - a. A brief narrative of the facts and circumstances surrounding the possible violation;

- b. Any documentation related to the possible violation; and
 - c. A list of other witnesses to the possible violation.
6. If in the course of its duties, the Designee intends to deny or modify any claim for payment of attorney fees, or request for pre-authorization of defense expenses, or request for other fees or costs, Designee must contact the Department to report and discuss Designee's reasons for the intended denial or modification, prior to issuing the denial or modification. This requirement is in addition to any reporting required by Designee's local Indigent Defense Plan or any other agreement with Designee's local county.
 7. If any of Designee's actions as Designee become the subject of a Petition for Judicial Review pursuant to Nevada Revised Statutes Chapter 233B or any other provision of law, Designee must notify the Department as soon as is practicable.
 8. Upon request, Designee will provide such information or documentation as may be required by the Department.
 9. In the event Designee becomes unable to carry out the duties of Designee, Designee must contact the Department immediately to discuss an appropriate solution and substitution of Designee.
 10. Upon termination of Designee's position, by either the Designee or the Department, all relevant case information, financial information, and other documentation, passwords, accounts, and pending matters associated with Designee's position, must be turned over to the Department immediately.

signature

signature

printed name
Designee

printed name
obo Department of Indigent Defense