

## Attachments for Agenda Item 9

## Attachment 1.A

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report** DUE BY MAY 1

**1.d Name and Address of Individual Completing Report:d**

Name: Sevon Consulting LLC  
 Address: 155 North Taylor Street, 153  
 County: Fallon, NV 89406

**2.d Total Spent on Indigent Defense Services for FY21d**

**2a. Report Period:** Total Spent on Indigent Defense Services FY21  
**Start Date:** 7/1/2020 **End Date:** 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	25429.72
Total	\$	25429.72

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	172,698.10
Contract Position Costs	\$	192,884.24
Appointed Attorneys	\$	8,984.99
Total Attorney Costs (Sum of Salaried and Contract)	\$	374,567.33
Counsel Administrator / DIDS designee	\$	0.00
Staff Investigator	\$	0.00
Paralegal Staff	\$	0.00
Administrative Staff	\$	42,573.76
Investigators	\$	6,445.06
Experts	\$	2,000.00
Social Workers	\$	0.00
Travel	\$	0.00
Training	\$	26.00
Supplies	\$	8,929.69
Construction/Lease Costs/Remodel	\$	48,578.30
Other (please describe below)	\$	278.92
Total	\$	483,399.06

**2c. Remarks/Notes on FY21 Reporting:**

July 1, 2020 to June 30, 2021 fiscal year is when Churchill County switched from having two privately contracted Public Defenders to a single Public Defender's office established by the County as a department. Mr. Woodman, who was one of the prior contracted Public Defenders, assisted with conflicts. The Public Defender's office did not come into effect until November 2020 and there was an interim budget established for the timeframe of November 2020 to June 30, 2021. The first full budget for the newly formed department wasn't until fiscal year 2021-2022. The investigator fees, the expert fees, and Court Appointed fees were still being accounted for in the indigent Defense budget that had been created for fiscal year 2020-2021 and prior to the establishment of the Public Defender's office. It would appear the intent of the County was to establish the department as soon as possible due to budget discussions for 2021-2022 taking place in two months. This would allow for better planning for Indigent Defense within the directives being implemented at the State level. In order to establish the office, the Dodge House was remodeled so it could serve as the Public Defender's office. While the remodel was occurring, the Public Defender was temporarily housed in the Social Services building next to the County Administration. Since these were a one-time cost, future budgets should not reflect as high an amount in the Construction/Lease Costs/Remodel category. The Other category contains the Utility expenditures that are incurred at the Public Defender's location at the Dodge House that are paid to the city.

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**      **Start Date:** 7/1/2022      **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	454,330.67
Budgeted Contract Position Costs	\$	100,000.00
Budgeted Appointed Attorneys	\$	61,100.00
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>625,430.67</b>

Counsel Administrator / DIDS designee	\$	48,000.00
Staff Investigator	\$	0.00
Paralegal Staff	\$	0.00
Administrative Staff	\$	140,322.42
Investigators	\$	28,200.00
Experts	\$	28,200.00
Social Workers	\$	0.00
Travel	\$	1,850.00
Training	\$	700.00
Supplies	\$	38,330.00
Construction/Lease Costs/Capital Outlay	\$	7,000.00
Other (please describe below)	\$	0.00

Total      \$      918,043.09

**3c. Remarks/Notes on Budget:**

The estimated budget for 2022-2023 is \$918,043.09. This includes the Public Defender's office, which has a Public Defender and one legal secretary, an Alternate Public Defender's office and one legal secretary, the Counsel Administrator/DIDS Designee at an hourly contracted rate of \$100.00/hr which is an estimate at this time as the contract has not been reviewed or entered into and won't be approved until June 15, 2022. Updated figures may be provided at a later date. The Construction/Lease Costs/Capital Outlay include the remodeling upgrade that will need to be done at the Old Post Office in Fallon where the Alternate Public Defenders will be located and any upgrades that may need to be done with the Public Defender's office being moved into the County Administration building. The attorney's salaries, contract attorneys, and administrative staff have been adjusted by 6% to reflect the non-Indigent Defense caseload.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

A 5% cost of living was given to all Churchill County employees, even though they are not within a union.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

In light of the continuing transition and evaluation of best practice as well as the potential for more staff being required based on the study that is currently being conducted by the National Center for State Courts to determine the appropriate caseload for individual Public Defenders to handle, it is anticipated that this requirement may cause an increase to the Indigent Defense expenditures in Churchill County in excess of 45% over the next two budget cycles. The primary reason for this would be, if the County is required based on the study and directives from DIDS, to add a Deputy Public Defender and secretary (FY 2023-2024) and also an Alternate Deputy Public Defender and secretary (FY 2024-2025). This would also cause an increase in Services & Supplies to cover new computers, training, memberships, other supplies, and potentially locating additional space to house the additional staff.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes  No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes  No
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes  No
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes  No
- d. would you like an estimate for any of the representation above? Yes  No



Authorizing Signature

6/6/2022

Date

[sevenconsulting@gmail.com](mailto:sevenconsulting@gmail.com)

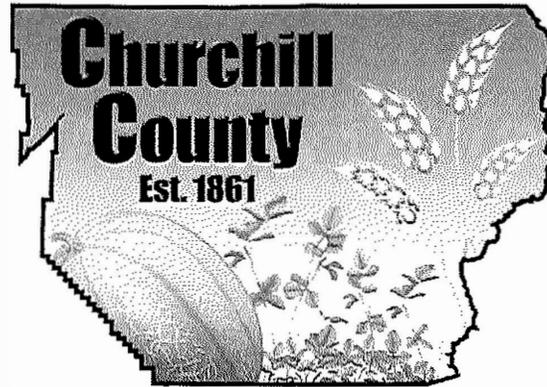
Email

Acting Churchill County Appointed Counsel Administrator

(775) 857-97638

Position

Phone



# CHURCHILL COUNTY INDIGENT DEFENSE PLAN

2022-2023

155 NORTH TAYLOR STREET, FALLON, NEVADA, 89406

# Churchill County Indigent Defense Plan

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# Churchill County Indigent Defense Plan

## Purpose & Overview

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*[T]he true measure of our commitment to justice, the character of our society, our commitment to the rule of law, fairness, and equality cannot be measured by how we treat the rich, the powerful, the privileged, and the respected among us. The true measure of our character is how we treat the poor, the disfavored, the accused, the incarcerated, and the condemned.*

*~ Bryan Stevenson*

The plan which follows is intended to provide an overview of the processes, procedures, policies, and goals in place that relate to the provision of indigent defense services within Churchill County, Nevada. In short, it is a confirmation of the principles which are now implemented to foster kindness and compassion to the disadvantaged and accused.

Indigent defense in Churchill County was historically and professionally accomplished by contract attorneys who lived in the community. In 2020, after a careful evaluation of the current and future needs of the community, the Churchill County Board of Commissioners created a new county department - Office of the Public Defender. In 2022 after further evaluation about the volume of conflicts that naturally occur due to the rules of Professional Responsibility in representing individuals, the Board of Commissioners created an Alternate Public Defender's office. These important steps are a clear declaration that Churchill County is dedicated to continuing a long tradition of indigent defense which meets, and exceeds, the laws of Nevada and the United States Constitution.

The Office of the Public Defender and the Office of Alternate Public Defender are and will be professional law firms, staffed with qualified and experienced attorneys focused on the diligent, honest, and responsible representation of indigent defendants. Contract attorneys and other attorneys approved to handle representation of indigent defense are no less professional. Indigent

## **Churchill County Indigent Defense Plan**

Defendants are treated with respect and kindness. Attorneys and the staff who support them take a genuine interest in those they represent.

This summary is not intended to be comprehensive but to provide the general details of how Churchill County is now providing indigent defendants with the effective representation to which they are entitled, and how the County will continue to provide such service. We anticipate that as indigent defense stakeholders regularly counsel together there will be constant adjustments to upgrade the plans outlined below. Hence, this document should be viewed as a snapshot within a continually improving process and it may be changed by the Board of County Commissioners on a frequency that prudence dictates. In addition to the purposes outlined above, the objective of this plan is to comply with the statutory requirement outlined in the Nevada Revised Statutes (NRS 260.070) respecting annual reports.

**Nothing in this plan shall be intended or construed to limit the professional judgment of the licensed attorneys representing clients within Churchill County, nor to impinge upon (or limit) such representation or duties owed to indigent defendants as contemplated by the applicable rules of professional responsibility. To the extent this plan does not specifically state processes, procedures, intentions, or plans for the numerous aspects of indigent defense that are otherwise required by the regulations imposed by the Nevada Indigent Defense Commission, such compliance is nevertheless intended and any processes which are not already in place shall be, after identification, implemented or established.**

# Churchill County Indigent Defense Plan

## Definitions

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- A. **“Appointed Attorney”** or **“Attorney”** includes all attorneys employed with the Churchill County Office of the Public Defender, as well as those contracted to provide indigent defense and appointed counsel otherwise paid as “hourly” pursuant to NRS 7.125.
- B. **“Appointed Counsel Program Coordinator”** performs such duties and responsibilities as assigned (directly or by contract) by the Board of Commissioners; subject to the desire of the County Commissioners, it is expected that the coordinator will report to and be supervised by the County Manager; the coordinator’s duties include but are not limited to assigning conflict cases on a rotating basis among hourly attorneys (and contract attorneys where needed); monitoring case reporting requirements for those attorneys, and; all other duties reasonably necessary to oversee the program.

## Providing Representation Consistent with the 6<sup>th</sup> Amendment

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- A. **Mandatory Representation.** Churchill County shall provide representation to indigent defendants consistent with the requirements of the Sixth Amendment of the United States Constitution and the Nevada State Constitution. Typically, that includes individuals who are deemed to be indigent, and:
  - 1. Is charged with a felony or gross-misdemeanor;
  - 2. Is charged with a misdemeanor where jail time is mandatory, or the prosecutor is actually seeking jail time;
  - 3. Is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;
  - 4. Is a juvenile alleged to have committed an act of delinquency or is alleged to be a child in need of supervision;
  - 5. Is in custody as a material witness;
  - 6. Is entitled to appointment of counsel under the Sixth Amendment to the United States Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;

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7. Faces a loss of liberty in a case and Nevada Law requires the appointment of counsel
  8. Faces a loss of liberty for criminal contempt;
  9. Has received notice that a grand jury is considering charges against him or her and requests the appointment of counsel.
- B. Discretionary Representation.** Courts of Churchill County *may* provide counsel to indigent individuals on a discretionary basis in other circumstances whenever that court determines that the interests of justice so require or where the facts of the instant case would make such appointment prudent and where the law, due process and fundamental fairness would dictate.

### Initiation of Cases & Prompt Magistration

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#### **A. Timing of the Appointment of Counsel for Indigent Defendants**

1. Counsel shall be provided to eligible individuals:
  1. Within the time required by law
  2. At their first appearance before a judge
  3. When they are formally charged or notified of charges, or
  4. When a Justice of the Peace or a District Judge otherwise considers appointment of counsel appropriate
2. Automatic Appointment & Eligibility. A minor alleged to have committed a crime, an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for appointed counsel because of the presumption of indigency which always accompanies allegations filed against a minor. In such cases, counsel will be appointed upon notice of a filed petition.

#### **B. Number and Qualifications of Appointed Counsel**

1. In the ordinary course, the Office of Public Defender will be appointed to represent all indigent defendants. Workloads will then be equalized at the discretion of the Churchill County Public Defender between the Office of Public Defender and the Office of Alternate Public Defender. If a conflict exists which makes both offices

## **Churchill County Indigent Defense Plan**

unable to represent an individual the case will be referred to the County's contract attorney or the Program Coordinator for appointment of counsel. In any case, an attorney shall be appointed consistent with the related provisions of this plan, except in Capital cases.

2. In Capital cases or in cases where open murder is charged as an offense (which may result in a Capital case), two attorneys shall be appointed consistent with the requirements of Nevada Law, and the related provisions of this plan as soon as is reasonably possible. In such situations one of the two attorneys appointed to represent indigent defendants under this section must meet the minimum standard for lead counsel pursuant to Nevada Supreme Court Rule 250 and both attorneys appointed must conform to the performance guidelines and standards as adopted by the Nevada Supreme Court for such cases.
3. Within the Office of Public Defender and the Office of Alternate Public Defender, or each individual attorney appointed to represent indigent defendants, attorneys will be duly qualified to practice law pursuant to the requirements of the State of Nevada and shall have such experience and/or supervision as is required to discharge his or her duty for effective representation.

### **C. Eligibility for Appointed Representation**

#### **1. Financial Eligibility**

- i. Indigency Screening. Court Services personnel (or other designated individual as hereafter designated) shall conduct indigency screening no later than 48 hours after arrest to make an initial determination of financial eligibility and provide a recommendation to the Court with respect to the eligibility of that defendant for services of appointed counsel. After this screening process and upon a Judge or Justice of the Peace finding that a defendant is eligible for appointed counsel in accordance with NRS 171.188, counsel will be appointed promptly. The form which shall be used for screening purposes by Court Services form satisfies the provisions of NRS 171.188. In some cases where individuals are incapable of reviewing/completing the indigency forms at the time of Court Services

## Churchill County Indigent Defense Plan

screening (such as in cases of alcohol/drug intoxication) will be seen as soon as it is responsible do so.

- ii. A person shall be deemed “indigent” if such person is unable without substantial hardship to himself or his dependents, to obtain competent, qualified legal counsel on his or her own; “Substantial Hardship” is presumed where a defendant is a recipient of public assistance (such as Food Stamps, TANF, Medicaid, Disability Insurance, resides in public housing), or has income which does not exceed 200% of the Federal Poverty Guidelines. Defendants who are minors, or who are currently serving a sentence in a correctional institution or who are housed in a mental health facility are also presumed to meet the standards for “substantial hardship.”
- iii. Defendants who do not meet the presumption standard for “substantial hardship” will be subjected to a more rigorous screening process to determine if his or her particular circumstance would result in a “substantial hardship.” After the Court receives the screening information gathered by Court Services, regardless of the initial recommendation, the presiding judicial officer may gather additional information for the purpose of determining indigence through the additional declaration of a defendant, as well as through oral examination. Factors for consideration by the Justice of the Peace may include:
  - a. Net household income.
  - b. Household size.
  - c. Cost of obtaining competent legal representation.
  - d. Whether the Defendant or dependent receives food stamps, Medicaid,
  - e. TANF, or public housing.
  - f. Property/Assets
  - g. Etc.

# Churchill County Indigent Defense Plan

## System of Appointment of Counsel & Appointed Counsel Program

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All indigent clients will be assigned initially to be represented by the Office of Public Defender. After the Office of Alternate Public Defender is opened on July 1<sup>st</sup>, 2022, it is the expressed intent that the workloads between the two offices be equalized. This determination of equalization and case assignment will be done at the sole discretion of the Churchill County Public Defender. If a conflict exists which mandates that the Office of Public Defender and/or the Office of Alternate Public Defender cannot represent an individual due to conflicts, that case will be transferred to the contract attorney or to the Churchill County designated program coordinator for assignment consistent with the applicable rules and this plan.

### A. Office of Public Defender

Churchill County has established the Office of Public Defender as a primary provider of indigent defense. That office is staffed with experienced and qualified attorneys who meet and exceed the applicable standards. Attorneys employed with the Office of Public Defender maintain a professional office space with a client conference area and meeting space. The office is currently located in the historic Senator Dodge House, at 85 North Taylor Street, Fallon, Nevada 89406.

### B. Office of Alternate Public Defender

In July 2022 Churchill County will open the Office of Alternate Public Defender. That office will be staffed with a qualified attorney who meets and exceeds the applicable standards. Attorneys employed with the Office of Alternate Public Defender will maintain a professional office space with a client conference area and meeting space. The location of this office is yet to be determined.

### C. Contract Attorneys & Qualifications

Because it has been necessary for the efficient administration of cases where multiple attorneys are required (such as for multi-defendant criminal matters,), Churchill County has contracted with at least one other Attorney for this purpose. The Attorney functioning currently within Churchill County as contract counsel for representation of

## Churchill County Indigent Defense Plan

indigent individuals that cannot be handled by the Office of Public Defender, and soon by the Office of Alternate Public Defender include:

Charles B. Woodman, Esq.  
Law Offices of Charles B. Woodman  
548 West Plumb Lane, Suite B  
Reno, NV 89509

While selection of contract attorney(s) was done before the finalization of the instant plan, future selection of Contract Attorneys and Conflict Counsel will be accomplished in accordance with the Appointed Counsel Program provisions as outlined herein and consistent with the regulations of the Department of Indigent Defense, Section 24 (January 28, 2021). The process for selection has included and will continue to include consideration of (1) whether the proposed attorney is on the approved list of eligible providers, (2) the experience and qualifications of the applicant, (3) the applicant's past performance in representing indigent individuals, (4) the applicant's ability to comply with the applicable regulations and terms of the contract, and (5) the relative cost of the contractor in relation to services contemplated.

### **D. Appointed Counsel Program & Coordinator.**

Within a reasonable time of approval of this Plan, Churchill County will contract, engage with, or hire an individual who shall be designated as the Appointed Counsel Program Coordinator. The Coordinator shall have all the duties and responsibilities outlined in this plan or as adjusted from time to time. To ensure no conflict of interests are created, if the Coordinator is an Attorney in no event will the Coordinator be directly involved in actual representation of clients in appointed counsel cases.

The Program Coordinator shall establish and maintain a list of all attorneys approved by the Committee (discussed below) for new contracted attorneys, for hourly conflict attorneys, and capital case attorneys. The Coordinator shall maintain appropriate records to reflect the cases and dates to which each attorney assigned through the Coordinator has been appointed.

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If the Churchill County Office of Public Defender has a conflict and transfers a case to the Alternate Public Defender who then also identifies a conflict, the case will be assigned to the Contract Attorney with notice to the Program Coordinator and the Court. In the event contracted counsel has a conflict which prevents representation, the contract attorney shall notify the Program Coordinator as soon as is reasonably possible. The Coordinator shall then make assignment of alternative counsel which will be selected by the Appointed Counsel Program Coordinator as follows:

- (1) The Appointed Counsel Program Coordinator shall select the alternative appointed counsel, in consecutive order, from the hourly list.
- (2) If the case is Capital in nature, the Coordinator may select from those qualified on a Capital Case list. The Coordinator shall also select a second chair counsel for a capital case. The second chair attorney may be selected next in order from the hourly list if appropriate.

The Coordinator shall provide prompt notice and a proposed order or arrange other appropriate notice to the court confirming selection of counsel to the Appointing Authority (Judge, Justice of the Peace) presiding over the court in which the subject charges are pending.

The Coordinator shall establish an Appointed Counsel Selection Committee to review, from time to time or as need dictates, the qualifications of applicants for contract or hourly appointments, to review the list of attorneys from which appointments are made in hourly cases, and to determine which attorneys shall be recommended for appointments.

The Appointed Counsel Program Committee shall be made up of five (5) members who:

- 1) Have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;
- 2) Have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;

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- 3) Are not directly related to a member of the local judiciary or any local prosecution function; and
- 4) Have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the Committee.

As the Program Coordinator directs, or as need dictates, the Committee shall: (1) meet once each year and solicit input from judges and others familiar with the practice of criminal defenses, juvenile and family law where appointed counsel are utilized; (2) review any complaints from indigent clients; (3) review the history of participation in training of each applicant and each contract/hourly attorney receiving appointments; and (4) determine eligibility and recommendation of appointed counsel for new and continued participation in accordance with applicable regulations and standards.

The Coordinator shall be responsible for reviewing for approval the claim for payment of each hourly attorney and any expert or other service fees at the conclusion of appointed counsel's representation (including expert, investigation, or incidental fees of contract counsel) or, if appropriate, periodically during appointed counsel's representation. Such claims and invoices shall be submitted in a standard form as hereafter established by the Coordinator. The Coordinator shall approve for payment all reasonable attorney's fees for hourly counsel reflected on the designated form. The Coordinator may request additional information or explanation where necessary in evaluation of such requests. In the event the Coordinator denies or modifies a Request for Fees, the Coordinator shall provide a detailed explanation to the submitting attorney with a copy of the same to the Churchill County Manager as to why the denied portion was not reasonable. Such denials are subject to judicial review pursuant to NRS 7.135.

Case-related expenses expected to exceed two thousand five hundred dollars (\$2,500) shall be submitted to the Coordinator for pre-authorization before they are incurred. The attorney shall submit the request for pre-authorization to the coordinator via email at \_\_\_\_\_ . Without disclosing confidential information, the request shall include an explanation of why the expense is reasonably necessary to provide

## **Churchill County Indigent Defense Plan**

representation. Such request and the reasons therefor shall be kept strictly confidential by the Coordinator. All case-related expenses, whether or not they are subject to pre-authorization, are subject to the Coordinator's review for reasonableness. Invoices for case-related expenses shall be submitted to the Coordinator within a reasonable time of termination of representation. Any requests for expenses not submitted within 120 days following termination of representation shall be deemed waived.

Upon approval of fees and/or case-related expenses, the Coordinator shall notify the Comptroller's Office of all approved requests, attaching a copy of the invoice, and the Comptroller's office shall issue prompt payment for the same.

### **Standards of Representation & Duties of Appointed Counsel**

Attorneys will be responsible for the performance of all the obligations and duties as dictated in the Nevada Rules of Professional Conduct and must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services.

Appointed counsel are assigned specific cases upon notice of appointment by the Court or by the Appointed Counsel Program Coordinator. Attorneys are expected to ensure that, to the greatest extent possible, the same attorney represents a defendant through every substantive portion of the case without unreasonable delegation to others. There are times and circumstances where there are prudent and acceptable exceptions to this practice, but the expectation in place provides each client with a consistent attorney representation throughout the case.

The Justice Court shall provide reasonable advance notice of all arraignment proceedings to the Attorneys who are or who may be appointed to represent defendants to ensure an attorney can appear for such hearing. The Office of Public Defender shall assign and designate which counsel or office (e.g. Public Defender, Alternate Public Defender, Contract Counsel, or other Appointed Attorneys) will cover appearance at arraignments, which may include court appearances on weekends. At the initial arraignment, the

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Attorney assigned to appear will be prepared to address the issue of pre-trial release and if an own recognizance release is not granted, the adjustment of bail in accordance with applicable case law. See Valdez-Jimenez v. Eighth Judicial Dist. Court of Nev., 163 Nev. Adv. Op. 20 (2020). These hearings and appearances are conducted either in person or via Zoom (or other technological methods acceptable to the Court). If an individual is released or if bail is set, the defendant is informed about conditions that will be imposed, if any. Attorneys handling initial arraignments will advise individuals about their rights and encourage clients not to waive any substantive rights or plead guilty at the initial appearance unless to do otherwise is in the person's best interest.

### A. Initial & Ongoing Contact with Clients

Attorneys are expected to implement processes and procedures to ensure represented individuals receive prompt attention to their cases, have contact information for the appointed attorney, and so that information pertinent to the resolution of the case is received and addressed. It is expected that these processes continue to evolve as attorneys and staff at respective offices consistently evaluate best practices, requirements imposed by the Court, and the needs of indigent defendants.

The purpose of the initial client interview is to inform the client of the charges/penalties and to acquire information from the client concerning pretrial release. If the defendant is in custody the assigned attorney will make contact as soon as is practicable, but in no case later than the time designated by law (if any). If a client is not in custody and contact information for the client is available, attempt to contact the client commences as soon as is practicable, and a similar process of providing an overview and information is completed.

Attorneys who conduct an initial client interview are expected to:

1. Be familiar with the elements of each offense charged and the potential punishment.

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2. Review relevant documents then available – including any reports made by agencies concerning pretrial release, and law enforcement reports.
3. Be familiar with the legal criteria for determining pretrial release and the procedures that will be followed in setting those conditions.
4. Be familiar with different types of pretrial release conditions the court may set and be familiar with any procedures available for reviewing the judge’s setting of bail.

Attorneys assigned to represent indigent individuals will be familiar with and guided by the Rules of Professional Conduct, the Nevada Indigent Defense Standards of Performance adopted by the Nevada Supreme Court (October 16, 2008), and changes to such standards as they are made or adopted from time to time. These standards include provisions that Attorneys have contact with clients on a regular basis, typically at least every 30 days, unless there are no significant updates in the client’s case.

At the conclusion of each case, Attorneys will provide clients with the opportunity to complete any survey requested by the Board of Indigent Defense.

### **B. Workload Standard**

The workload of Appointed Counsel must allow counsel to give each client the time and effort necessary to ensure effective representation. Attorneys should be aware of and continually evaluate their workload such that it does not interfere with the Attorney’s competence or diligence. When the data becomes available Churchill County will provide attorneys with workload guidelines as determined by the Board of Indigent Defense.

### **C. Case Management Software & Case Load Reporting**

The Office of Public Defender opened in November 2020 and began use of a top-shelf professional case management software that assists office staff and attorneys to efficiently represent clients. This software has features that promotes efficient client contact and electronic file management. Churchill County is aware that the office of indigent defense services has begun a process to provide a different case management software. Indigent

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Defense attorneys will also use this software but only for data tracking purposes. After examination of such software Churchill County reasonably believes that limiting the data input in this manner permits compliance with the regulations as promulgated by the Nevada Department of Indigent Defense Services while also maintaining client file integrity, and case information confidentiality.

In order to comply with additional administrative regulations that are imposed, Attorneys will spend time tracking the number of cases, and other details of cases so the information can be provided annually (at a time designated) to the Indigent Defense Commission with data related to caseloads which include:

1. Beginning pending cases
2. New appointments
3. Cases returned from warrant or re-activated
4. Cases adjudicated, disposed, or closed (and manner of closure)
5. Warrant or placed on inactive status cases
6. Cases set for review
7. End pending cases
8. Number of Motions to Suppress filed, and number litigated
9. Number of trials

In order to comply with additional administrative regulations that are imposed, Attorneys will spend time tracking the metrics required, including time each paralegal staff member spends on cases, attorney hours per case, investigator hours per case, staff hours per case, expert hours per case and private workload, if any, measured in attorney hours.

### **D. Continuing Legal Education**

Churchill County provides funds for, and requires attorneys employed with the Office of Public Defender and Office of Alternate Public Defender and all other indigent defense providers to comply with the professional obligations for Continuing Legal Education (CLE). Consistent with recently enacted regulations of the Indigent Defense Commission,

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attorneys providing indigent defense will be required to complete at least 5 of those CLE hours in topics related to indigent defense.

### **E. Juvenile Delinquency Cases**

While there exist alternative regulations and standards involving allegations of Juvenile Delinquency, such cases are handled in a similar manner to those discussed above for ordinary criminal proceedings. Juvenile clients in these cases are informed of their rights, appointed counsel if the same is requested and hearings are promptly scheduled.

### **F. Communication & Council Among All Stakeholders**

Churchill County is unique among all other areas of practice in the legal community. Due to the continuing efforts of Judges, attorneys, and court staff, all participants remain professional and friendly even where there may be a typical tendency for strong conflict. The bar and bench within this community does not permit a culture of conflict or gamesmanship. On a regular basis the defense bar and the judiciary meet for a bench-bar meeting – typically during a lunch hour. Meetings are attended by members of the District Attorney’s office, the Office of the Public Defender, Office of Alternate Public Defender, court staff, and Judges. These meetings permit open discussion about concerns that need to be addressed regarding the initial stages of a criminal case (or other indigent client proceeding) and with a view toward meeting and exceeding the standards applicable to such cases. Participants regularly discuss ideas for adjustment to procedures, and items for general coordination. The meetings are productive, well attended and result in a continual effort toward improvement. Where items of importance arise that need to be discussed prior to the next meeting, these are frequently handled by email discussion where all parties have the chance to provide input and present information or solution options.

### **Provision of Resources and Confidential Communications**

It is the specific and declared intent of Churchill County that the Office of the Public Defender, Office of Alternate Public Defender, and all indigent defense attorneys be provided sufficient resources to afford competent representation of all clients and independent investigation of cases

## Churchill County Indigent Defense Plan

handled. During periods of adjustment the Office of Public Defender, Alternate Public Defender and Board of County Commissioners will continue to evaluate the overall budget needs and specific line-items for adjustment during subsequent years as prudence dictates. The resources available to indigent service providers are numerous, but some of the most significant are listed here below.

### **A. Confidential Meeting Space**

County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense clients and appointed counsel. These resources include the provision of accommodations for private discussions between each attorney and a client in the Justice Court (where there are four specifically designated attorney meeting rooms), the District Court (where there are three attorney meeting rooms), jails (where there are two specifically designated attorney meeting rooms), at the respective offices of The Public Defender and Alternate Public Defender (where there is sufficient and appropriate meeting space in the form of one or more conference rooms which can be used by contract or hourly attorneys).

### **B. Non-English Speaking Resources**

When defendants are non-English speaking, an interpreter is provided by the Court for purposes of hearings. For purposes of client communication such interpreters are regularly engaged by the Office of the Public Defender to assist in translating letters and other written communications to clients, and in scheduling private attorney-client meetings for interpretation assistance.

### **C. Court Services**

Additional resources provided by Churchill County includes Court Services. Among other things this office will conduct initial indigency screening and is charged with supervising pretrial defendants who have been granted a release from custody on their own recognizance. Initial interview reports and thereafter regular update reports are generated

## Churchill County Indigent Defense Plan

from this office and provided to defense counsel (among others). All such reports assist defense counsel in assessing whether there are ongoing concerns with substance abuse.

### **D. FASTT**

One of the more valuable assets provided by the County is a group of employees titled Forensic Assessment Services Triage Team (or, “FASTT”). This is an office employing several full-time resource liaisons within the Department of Social Services. Each of whom are certified Community Health Workers and trained in Crisis Intervention. At the request of defense counsel, and often independently at the request of individual defendants by a separate referral process, this office provides extremely valuable assistance with the following:

1. Helping coordinate, schedule & secure substance abuse or mental health evaluations
2. Helping defendants obtain and complete applications for various treatment programs throughout Nevada
3. Providing defendants with information and resources related to housing subsidies and solutions
4. Providing other social services support resources that help defendants to maintain stable living conditions and comply with obligations imposed by the Court
5. Connecting defendants with applications and assisting in the process of obtaining public assistance where appropriate
6. Reviewing with defendants the resources available for mental health counseling and treatment
7. Assisting defendants find employment opportunities
8. Disability services
9. Senior services
10. Family support

## **Churchill County Indigent Defense Plan**

The FASTT team facilitates a warm hand off to community supports such as the New Frontier treatment center, Churchill County Social Services and other such supports. The FASTT Liaisons meet in the jail daily to conduct assessments and identify resources the incarcerated individual may need for re-entry into the community. The mission statement of FASTT is “To increase community safety and awareness by promoting engagement in treatment, improve quality of life, and decrease recidivism for mentally ill and substance dependent individuals involved within the criminal justice system.”

### **E. Fiscal Resources**

Churchill County has provided and will continue to provide sufficient funds to enable attorneys to conduct independent investigation of charges filed and if necessary to retain an investigator, as well as for the retention of experts when such are needed. The budget and expenses for such needs will be built into the budgets of the Office of Public Defender and Alternate Public Defender and administered respectively (and independently) by the Public Defender and Alternate Public Defender. For such expenses requested by contract or hourly conflict attorneys, the Appointed Counsel Program Coordinator will implement the approval process discussed above. This process excludes evaluation by the judiciary and requests for \$2,500 or less will generally be automatically approved.

### **Conclusion**

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Regarding indigent defense within Churchill County, it is our aim to make certain that we provide indigent defendants with zealous and professional advocates who are supported appropriately in terms of funding and facilities. These goals are and will continue to be guided by the provisions of the United States Constitution, State Law, and applicable regulations. If this plan has omitted any reference, process or procedure otherwise required by the regulations of the Indigent Defense Commission or the Department of Indigent Defense Services, such references are nevertheless intended and shall be deemed included as if set forth fully herein.

## Attachment 1.B



**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:** Start Date: 7/1/2022 End Date: 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs*	\$	1,309,000.00
Budgeted Appointed Attorneys	\$	0
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>1309000</b>
Counsel Administrator / DIDS designee**0	\$	200000
Staff Investigator	\$	0
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators***	\$	50,000
Experts****	\$	50,000
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)*****	\$	15,000
Out-of- Court Interpreter services		
<b>Total</b>	<b>\$</b>	<b>1624000</b>

**3c. Remarks/Notes on Budget:**

\*The contract position amount is the total amount spent on the contract attorneys minus the estimated amount spent on Child ino Need of Protection cases. \*\*The Counsel Administrator/DIDS designee is not a flat fee amount. It is an hourly position budgeted upo to the amount of \$200,000 per year. \*\*\*Douglas County does not employ any defense investigators on salary. Instead, Douglaso County pays an hourly rate to private investigators on an as needed basis. \*\*\*\* Douglas County does not employ any defenseo experts on a salary basis. Instead, Douglas County employs private experts on an as need basis. \$100,000 is budgeted foro investigator and expert witness services. \*\*\*\*\*\$15,000 is budgeted to cover Interpreter services are budgeted for out-of-courto meetings with indigent non-english speaking defendants and the attorneys.o

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formulao is contingent on the lowest-negotiated cost of living increase for employees for that county.o

What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.

2 % (See attachment)

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed. At this time, the budget for FY24-25 is estimated to be approximately the same as for FY22-23. The amount spent on investigators/experts/interpreters may be modified for FY24-25 based upon the actual expenditures for FY22-23. The costs of the Counsel Administrator/DIDS Designee may be modified for FY24-25 based upon actual expenditures in FY22-23 (hours should be lower than those expended in FY21-22 when the County had two annual contract attorney positions vacant and had to recruit attorneys on an hourly case-by-case basis). The County may determine that it is more cost effective to provide an administrative assistant/secretary for the Counsel Administrator/DIDS Designee to reduce the time spent by the CA/DD for work that could be completed at a lower hourly rate by an administrative assistant/secretary. Additionally, the amount spent on the annual contract attorneys might need to be adjusted to reflect changes in the cost of living.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution?

Yes  No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

a. all representation responsibilities

Yes  No

b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a))

Yes  No

c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))

Yes  No

d. would you like an estimate for any of the representation above?

Yes  No

For a, b and c

  
Authorizing Signature

2-May-22

Date

[LopezLawNV@gmail.com](mailto:LopezLawNV@gmail.com)

Email

775-400-2881

Phone

Appointed Counsel Program Coordinator/Counsel Administrator/DIDS Designee  
Position

## Attachment 1.C

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report DUE BY MAY 1**

**1. Name and Address of Individual Completing Report:**

Name: LaCinda Elgan  
 Address: P.O. Box 547, Goldfield, NV 89013  
 County: Esmeralda

**2. Total Spent on Indigent Defense Services for FY21**

2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	0
Total	\$	0

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	0
Contract Position Costs	\$	52000
Appointed Attorneys	\$	2300
Total Attorney Costs (Sum of Salaried and Contract)	\$	54300
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total	\$	54300

**2c. Remarks/Notes on FY21 Reporting:**

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**      **Start Date:** 7/1/2022      **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	82000
Budgeted Appointed Attorneys	\$	0
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>82000</b>
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	0
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total		\$ 82000

**3c. Remarks/Notes on Budget:**

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

BOCC is condisering a Dollar per hour raise for all full-time employees.



## Attachment 1.D



**Expenditure Categories:**

**Attorneys (Include Salary and Benefits)**

Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	75,000.00
Budgeted Appointed Attorneys	\$	35,000.00
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>\$110,000.00</b>
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
<b>Total</b>	<b>\$</b>	<b>110,000.00</b>

**3c. Remarks/Notes on Budget:**

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

Eureka County is not unionized.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. **In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25.** Attach supporting documentation as needed.

In Fiscal Year 2023, Eureka County budgeted \$75,000.00 for contract public defense services, plus an additional \$35,000.00 (\$25,000.00 in District Court and \$10,000.00 in Justice Court) which can be used for conflict counsel or other expenses related to indigent defense. Based on information available to-date, Eureka County expects to budget these same dollar amounts in FY24 and FY25.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution?

Yes  X

No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- |   |           |                   |
|---|-----------|-------------------|
| a. all representation responsibilities  | Yes _____ | No <u>X</u> _____ |
| b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) | Yes _____ | No <u>X</u> _____ |
| c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))                           | Yes _____ | No <u>X</u> _____ |
| d. would you like an estimate for any of the representation above?  | Yes _____ | No <u>X</u> _____ |

\_\_\_\_\_  
Authorizing Signature

*/s/ J.J. Goicoechea, DVM*

\_\_\_\_\_  
Position  
Chairman, Eureka County Board of Commissioners

\_\_\_\_\_  
Date

May 6, 2022

\_\_\_\_\_  
Email

jgoicoechea@eurekacountynv.gov

\_\_\_\_\_  
Phone

(775) 237-7211

**EUREKA COUNTY PLAN FOR PROVISION OF INDIGENT DEFENSE  
SERVICES**

Plan Contact: Jackie Berg  
Commissioner Administrative Assistant  
Board of Eureka County Commissioners  
P.O. Box 694  
Eureka County, Nevada 89316  
Phone: (775)237-7211  
Email: [jberg@eurekacountynv.gov](mailto:jberg@eurekacountynv.gov)

Financial Contact: Kim Todd  
Eureka County Comptroller  
P.O. Box 852  
Eureka, Nevada 89316  
Phone: (775)237-6128  
Email: [ktodd@eurekacountynv.gov](mailto:ktodd@eurekacountynv.gov)

Eureka Justice Court Contact: Amy Jensen Court Manager OR  
Lindsay Stith, Deputy Clerk  
Email: [EuJCAdmin@eurekacountynv.gov](mailto:EuJCAdmin@eurekacountynv.gov)  
Telephone: (775) 237-5540  
Fax: (775) 237-6016

I. **STATEMENT OF POLICY**

A. Objectives

1. The objective of this Plan is to attain the ideal of equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of appointed counsel, will not be deprived, because they are financially unable to pay for adequate representation, of any element of representation necessary to an adequate defense.
2. Meeting the constitutional requirements of providing appointed counsel while not creating any economic disincentive or impairing the ability of appointed counsel to provide effective representation.
3. Promoting the integrity of the relationship between an appointed attorney and a client. Eureka County shall administer this plan in a manner that ensures the Contract Eureka County Public Defender and other appointed counsel are free from political and undue budgetary influence and subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

4. Implementing the requirements of appointed counsel deriving from the U.S. and Nevada Constitutions, Nevada Revised Statutes, Nevada and 7<sup>th</sup> Judicial District Court Rules, Nevada Rules of Criminal Procedure, and any regulations promulgated by the Board on Indigent Defense Services.

## II. DEFINITIONS

- A. "Appointed Attorney/Counsel" includes the Eureka Contract County Public Defender and appointed private attorneys, both contracted and hourly.
- B. "Ancillary Services" are defense services paid for in addition to attorney's fees: (1) investigator services, (2) expert services, (3) and any other expenses that appointed attorney can reasonably justify as needed for effective assistance of counsel.
- C. "Expert Witness" is a person qualified by knowledge, skill, experience, training, or education to render an opinion on scientific, technical, or other specialized matters.
- D. "Indigent" means a person who is unable, without substantial hardship to himself/herself or his/her dependents, to obtain competent, qualified legal counsel on his or her own.
- E. "Investigator" is a person licensed by the State of Nevada who is qualified to secure evidence, interview and/or subpoena witnesses.
- F. "Representation" includes counsel, investigative, expert, and other services that appointed attorney can reasonably justify as needed for effective assistance of counsel.

## III. PROVISIONS OF REPRESENTATION

- A. Mandatory: Eureka County shall provide representation for any financially eligible person who:
  1. is confined and entitled to a prompt, counseled, adversarial bail hearing;
  2. is charged with a felony or gross misdemeanor;
  3. is charged with a misdemeanor with a minimum jail sentence;
  4. is charged with a misdemeanor where the prosecution is seeking jail time (incarceration);
  5. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;
  6. is a juvenile alleged to have committed an act of juvenile delinquency or alleged to be a child in need of supervision;
  7. is in custody as a material witness;
  8. faces loss of liberty in a case and Nevada law requires the appointment of counsel;
  9. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel;
  10. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due

process requires the appointment of counsel, or the judge is likely to impose jail time.

- B. Discretionary: Whenever a court determines that the interests of justice so require representation Eureka County may provide representation for any financially eligible person who:
1. is charged with a misdemeanor, infraction, or code violation that a sentence of confinement is authorized;
  2. has been called as a witness before a grand jury, a court, or any agency that has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a criminal contempt proceeding, or faces a potential loss of liberty;
  3. faces any other case where the interest of justice requires appointment of counsel.
- C. Timing of Appointment of Counsel; When Eureka County Shall Provide Counsel: Eureka County shall provide an appointed attorney at an indigent person's first appearance before a judge or at least within 48 hours after being confined, when they are formally charged or notified of charges if formal charges are sealed, or when a Justice of the Peace, or District Judge otherwise considers appointment of counsel appropriate.
- D. Number and Qualifications of Counsel in Capital Cases:
1. Number: A relevant court must appoint two (2) lawyers as soon as possible in all open murder cases that are reasonably believed to result in a capital charge.
  2. Qualifications: Appointing of attorneys representing defendants charged in capital cases shall comport with NSCR 250.
- E. Financial Eligibility for Representation:
1. Indigency Determination Financial Eligibility: An indigent person is entitled to appointed counsel.
    - a) "Indigency" means the inability of a defendant, without causing the defendant or any of his or her dependents to have substantial hardship, to obtain competent, qualified legal counsel on his or her own.
    - b) "Substantial hardship" is presumptively determined to include all defendants who receive public assistance, as that term is defined in NRS 422A.065; such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in-public housing, as the term is defined in NRS 315.021; or has a household income that is earn less than 200 percent of the Federal Poverty Guideline.
    - c) A defendant is presumed to have a substantial hardship if he or she is currently serving a sentence in a correctional institution or housed in a mental health facility or is a minor.
    - d) Defendants not falling below the presumptive threshold are subject to a more rigorous screening process to decide if his/her circumstances would result in a substantial hardship if he/she sought retaining private counsel. Those circumstances include the seriousness of charges being faced, monthly expenses, and local private counsel rates and availability.

2. Automatic Eligibility: A minor alleged to have committed a crime, an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for appointed counsel because the presumption of indigency always accompanies any charges filed against a minor.
3. Screening for Eligibility: When a person is taken into custody the Pre and Post Trial Supervision Officer or the Eureka County Sheriff's Office will provide them, prior to their first appearance, a Financial Declaration and Order form. See Appendix A. The Financial Declaration and Order form will be filled out and provided to the Pre and Post Trial Supervision Officer who will review the form to ensure all necessary information is included prior to the first appearance. The Financial Declaration and Order will be provided to the judge for review and determination of eligibility. The decision to appoint or not appoint an attorney will be based on the criteria in section III(E)(1) of this plan and as otherwise required by law. The eligibility determination will be made within 72 hours of the time the person is taken into custody. Appointed Counsel may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

#### IV. APPOINTMENT OF CONTRACT EUREKA COUNTY PUBLIC DEFENDER

- A. Process for hiring Contract Eureka County Public Defender.
  1. Proposals for the provision of services with specifications that meet or exceed regulations of the Board on Indigent Defense Services will be sought by November 1 of a) prior to any biennium fiscal year when indigent services are being sought; or, b) any year prior to the termination or expiration of a currently existing system for indigent defense services.
  2. Proposals will set forth the qualifications and legal experience of the applicant.
  3. Proposals will include the applicant's past performance in representing persons in the criminal justice system.
  4. Proposals will include the applicant's ability to comply with current regulations then in effect for the provision of indigent defense services and/or the terms of the contract. Proposals will only be accepted from attorneys on the Department of Indigent Defense roster of eligible providers.
  5. Proposals will include the cost of services under the contract including the cost for services, if any, that must be provided in addition to criminal defense services.
  6. The County may seek references and consult references in the hiring process, including the Department, in the hiring process.
  7. Proposals will be evaluated by the Board of County Commissioners and its designees but shall not include any members of law enforcement or prosecution. Judicial input may be considered but may not be the sole basis for selection. Contracts will be awarded based on the merits of the proposals.
- B. How Cases Are Assigned. The Contract Eureka County Public Defender will be appointed to represent all defendants at their initial detention hearing and be prepared to address appropriate release conditions in accordance with relevant statutes, rules of criminal procedure, and caselaw. If there are one or more co-

defendants in a case the relevant court will notify the Department of Indigent Defense Services immediately following the initial detention hearing. The Contract Eureka Public Defender will represent co-defendants only for the initial detention hearing. If the Contract Eureka Public Defender is unavailable for the initial detention hearing, the Justice Court will appoint other counsel for the initial detention hearing only.

- C. Conflict of Interest Checks in Indigent Defense Cases: The Contract Eureka County Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant.
1. When the Contract Eureka County Public Defender determines that a conflict exists requiring disqualification, a Motion to Withdraw will be filed with the Court.
  2. The Motion to Withdraw will be reviewed by the Judge as soon as possible. Upon approval, the Judge will sign an ORDER FOR APPOINTMENT AND REFERRING FOR SELECTION OF CONFLICT COUNSEL.
  3. The Court Clerk will file the order and email the Order, with a copy of the Probable Cause Declaration and next set court dates, to the Department of Indigent Defense Services for selection of conflict counsel.
  4. Upon notice of the conflict, the Department of Indigent Defense Services shall appoint conflict counsel Pursuant to the Selection of Counsel and Payment Procedures. See Appendix B.
  5. Eureka County will Budget Ten Thousand Dollars (\$10,000.00) for conflict counsel.
  6. Compensation of Court Appointed Conflict Counsel Pursuant to NRS 7.125, attorneys will be compensated at the following hourly rates for court appearances and other time reasonably spent on the matter to which the appointment is made:
    - a) \$125.00/hour in cases in which the death penalty is sought,
    - b) \$100.00/hour in all other cases, or
    - c) The rate specified in an agreement between an attorney and county.
    - d) Travel is reimbursed at the hourly rate plus mileage at the current State Mileage Reimbursement Rate or pursuant to the rate specified in an agreement between and attorney and county. Attorney travel outside the State must be submitted to the Department of Indigent Defense Services for prior authorization.
  7. Appointed Attorneys, other than the Eureka County Public Defender, shall submit monthly invoices to the Department. Such invoices shall be submitted on the Requests for Attorney's Fees form, with appropriate backup, no later than ten (10) days after the end of the month in which the services were rendered. The backup shall contain time entries rounded to the nearest one-tenth (1/10th) of an hour, describing with specificity the work performed and identifying the attorney who performed it.
  8. The Department shall approve for payment all reasonable attorney's fees reflected on the Requests for Attorneys' Fees and backup. In reviewing for reasonableness, the Department may consider factors such as: (i) average case times as determined by workload analysis; (ii) time and skill required;

- (iii) complexity of the case; and (iv) experience and ability of the Appointed Attorney(s). The Department may request additional information or explanation where necessary. In the event the Department denies or modifies a Request for Attorneys' Fees, it shall provide an explanation to the Appointed Attorney as to why the denied portion was not reasonable. Such denials shall be subject judicial review pursuant to NRS 7.135.
9. Payment for all approved attorneys' fees shall be issued by the Eureka County Comptroller's Office. The Department shall notify the Comptroller's Office of all approved Requests for Attorneys' Fees, attaching a copy of the invoice and backup. The Comptroller's Office shall issue payment within thirty (30) days of receipt.
  10. The Contract Eureka County Public Defender will remain counsel of record until such time as the relevant court enters an Order granting withdrawal.
  11. The Eureka County District Attorney's office shall have no authority to determine or recommend whether or not the Contract Eureka County Public Defender has a conflict of interest.
- D. Case Related Expenses: Eureka County shall maintain a budget of Fifty Thousand Dollars (\$50,000.00) for payment of investigator and expert witness fees. The Contract Eureka Public Defender or conflict counsel will have discretion to hire investigators, Experts and incur other expenses necessary to provide defendants with a competent defense.
1. Expenditures of up to Three Thousand Five Hundred Dollars can be made without prior approval and will be billed to Eureka County.
  2. Expenditures over Three Thousand Five Hundred Dollars will require prior approval of the Department of Indigent Defense Services as provided for in the Selection of Counsel and Payment Procedures. See Appendix B. The Attorney shall submit the request for pre-authorization to the Department by email at [didscontact@dids.nv.gov](mailto:didscontact@dids.nv.gov). The request shall include an explanation of why the expense is reasonably necessary. Any modification or denial of expenditures for investigators or experts is subject to judicial review by the appropriate court.
  3. Reasonableness Review: All Case-Related Expenses, whether or not they are subject to pre-authorization, are subject to the Department's review for reasonableness. Invoices and W-9's for Case-Related Expenses shall be submitted to the Department for such review no later than thirty (30) days following the termination of the representation. The Department shall approve all reasonable and necessary Case-Related Expenses and shall notify the Eureka County Comptroller's Office of all approved expenses and provide a copy of the invoice and W-9.
- E. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and appointed counsel. Attorneys will meet with clients in the justice court pretrial and posttrial supervision officer's office, the district court jury room or the room designated "justice court" at the sheriff's office. If any of these rooms are not available, Eureka County will provide another location suitable for private conversations between defendants and their counsel.

- F. **Complaints by Clients:** The Contract Eureka County Public Defender will notify all clients at the initial interview of their ability to file a complaint with the Nevada State Bar or the Department of Indigent Defense Services should they be dissatisfied with the services provided by counsel. At the conclusion of every case the Contract Eureka Public Defender will provide the client with the following links to provide complaints to the Nevada State Bar and complaints or recommendations to the Department of Indigent Defense services:
- [https://dids.nv.gov/Complaints/Complaints\\_or\\_Recommendations](https://dids.nv.gov/Complaints/Complaints_or_Recommendations)  
<https://nvbar.org/file-a-complaint-2/>

## V. TRAINING

The Contract Eureka County Public Defender shall use the services of the Nevada Department of Indigent Defense Services (DIDS), Nevada State Bar, Washoe County Public Defender, Clark County Public Defender, and Nevada State Public Defender to obtain free or low-cost training opportunities. Training will meet or exceed the requirements of the Nevada Department of Indigent Defense Services, the Nevada State Bar, Nevada Rules of Professional Conduct, and any other Nevada law or regulation governing the training, experience, or qualification of an attorney. Counsel must meet all requirements for training and experience as promulgated in the Nevada Department of Indigent Defense Services (DIDS) regulations.

## VI. DUTIES OF INDIGENT DEFENSE COUNSEL

- A. **Standards of Performance:** Services rendered by appointed counsel shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008, Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended.
1. The Appointed Attorney will provide counsel at first appearance and be prepared to address appropriate release conditions in accordance with relevant statutes, rules of criminal procedure, and caselaw. The Contract Eureka Public Defender shall be present at all other critical stages, whether in or out of court.
  2. The Appointed Attorney will advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless to do otherwise is in the client's best interest.
  3. The Appointed Attorney will make all reasonable efforts to meet with each client within the first seven days following assignment of the case, and every thirty days thereafter, unless there are no significant updates in the client's case.
- B. **Continuity in Representation:** Eureka County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same attorney represents a defendant through every stage of the case without

delegating the representation to others, except administrative and other tasks that do not affect the rights of the defendant.

- C. **Workload Standard:** The workload of Appointed Attorney must allow the attorney to give each client the time and effort necessary to ensure effective representation. Any Appointed Attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the attorney's competence, diligence, or representation of clients.
  - 1. Eureka County will provide maximum workload guidelines to attorneys who provide indigent defense services as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.
- D. **No Receipt of Other Payment:** Appointed Attorney may not require, request, or accept any payment or promise of payment or any other valuable consideration for representation under the appointment unless such payment is approved by order of the court.
- E. **Private Practice of Law:** Appointed Attorneys may engage in the private practice of law so long as such practice does not adversely impact representation of the indigent client.
- F. **Use of Client Surveys:** Appointed Attorney shall ensure that any client surveys authorized by the Board of Indigent Defense Services are provided to clients at the conclusion of his or her representation by an attorney.

#### VII. DATA COLLECTION

- A. The Contract Eureka County Public Defender shall use the data collection and case management system provided by the Department of Indigent Defense Services at State expense for caseload and time reporting. Caseload reporting will be done by the Contract Eureka Public Defender. The Contract Eureka Public Defender shall report on an annual basis as required by the Regulations of the Board on Indigent Defense.

#### VIII. EFFECTIVE DATE

- A. The provisions of this Eureka County Indigent Defense Plan become effective on July 1, 2022.

**Appendix A.**

**Appendix B.**

## Attachment 1.E

Nevada Department of Indigent Defense Services  
 Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name: Laken Sullivan  
 Address: 50 State Route 305  
 County: Lander

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	-
Total	\$	0

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	-
Contract Position Costs	\$	125,000.00
Appointed Attorneys	\$	9,074.25
Total Attorney Costs (Sum of Salaried and Contract)	\$	134,074.25
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	-
Investigators	\$	-
Experts	\$	-
Social Workers	\$	-
Travel	\$	-
Training	\$	-
Supplies	\$	-
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total	\$	134,074.25

2c. Remarks/Notes on FY21 Reporting:

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**            **Start Date:** 7/1/2022            **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	-
Budgeted Contract Position Costs	\$	135,000.00
Budgeted Appointed Attorneys	\$	20,000.00
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	155,000.00

Counsel Administrator / DiDS designee	\$	5,000.00
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	5,000.00
Investigators	\$	15,000.00
Experts	\$	20,000.00
Social Workers	\$	-
Travel	\$	-
Training	\$	1,000.00
Supplies	\$	3,100.00
Construction/Lease Costs	\$	-
Other (please describe below)	\$	12,999.00
Total	\$	217,099.00

**3c. Remarks/Notes on Budget:**

The other box is for Minor Equipment/Furniture

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.

5. The Department will use information provided in this section to build our budget for FY23 and FY24. In this section, please provide an explanation of projected expenses for indigent defense services in FY23 and FY24. Attach supporting documentation as needed.

As of right now I do not see an increase in Lander Counties budget for indigent defense services.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes \_\_\_\_\_ No X

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes \_\_\_\_\_ No X
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes X No \_\_\_\_\_
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes X No \_\_\_\_\_
- d. would you like an estimate for any of the representation above? Yes \_\_\_\_\_ No X

  
\_\_\_\_\_  
Authorizing Signature

Fiscal Officer  
\_\_\_\_\_  
Position

4/16/22  
\_\_\_\_\_  
Date  
Sullivan@landercantynw.org  
\_\_\_\_\_  
Email  
(775) 635-2573  
\_\_\_\_\_  
Phone

# **Lander County Plan for the Provision of Indigent Defense Services**

## **I. STATEMENT OF POLICY**

### **A. OBJECTIVES**

1. The objective of this Plan is to implement the model plan required by the Regulations implemented by the Board of Indigent Defense Services. The Plan is proposed and submitted in protest because the Board did not consider the actual needs of Lander County in relation to the criminal justice system. The Board enacted regulations without taking into consideration the needs of the indigent defendants that come before the Courts in Lander County. The Board essentially created solutions for areas where there were no problems. The Board failed to recognize the real needs in Lander County do not center on a deficiency in the conduct of attorneys providing services to indigent defendants or the methodology of Judges appointing counsel. Rather, the primary problem centers on services following a defendant's conviction for crimes that they have admitted to committing. Such a dearth of services includes the lack of mental health counseling, substance abuse counseling, job skills enhancements, and other necessary services (including a more robust and fully staffed Parole and Probation).
2. The County has significant concerns if a State Agency maintains the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials in Lander County. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Lander County.
3. Ultimately, the other objective of this plan is to continue to provide a system of appointment and selection of counsel that provides competent representation of individuals charged with a crime or a delinquent act.
4. It should be noted that both the public defender and conflict public defenders have moderate or small caseloads and can devote the time to make sure their cases are fully satisfied. The public defender is employed under a contract to devote sufficient time to fulfill his caseload in the County.

## II. SCOPE OF RULES

### A. PAYMENT OF NEW OR ADDITIONAL COSTS CAUSED BY PLAN:

Portions of this plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this plan. In the event that the State of Nevada by and through the Board of Indigent Defense Services does not authorize the increase in expenditures, the portion of the plan identified as requiring additional funds will be eliminated and the provision of services shall continue as currently existing.

### B. PRIOR TO FUNDING

The County is electing to have its own Counsel Administrator to select counsel for appointment and to authorize expenditures by non-Public Defender positions.

## III. DEFINITIONS

A. **“APPOINTED ATTORNEY”** means and includes private Attorneys, the public defender, and the conflict public defender.

B. **“CONFLICT PUBLIC DEFENDER”** means the attorney contracted with Lander County to provide conflict defense of indigent defendants. The conflict public defender should be appointed any time the public defender is required to withdraw from the case or has a conflict of interest that prevents the appointment of the public defender. The attorney may be a first or second tier appointment. The selection of Conflict Public Defender to the position of Conflict Public Defender shall require that the attorney meet the standards set forth by DIDS.

C. **“COUNSEL ADMINISTRATOR”** means the individual who provides services to make recommendations to the court who should be appointed if a panel attorney is needed. The position is contingent upon BIDS providing funding to hire the individual who would provide the service to individuals charged with criminal or juvenile acts within Lander County.

D. "**COURT**" means the court that is presiding over the case (i.e. the justices court presides over misdemeanors and over felonies and gross misdemeanors prior to the completion of the preliminary hearing; the District Court presides over all felonies and gross misdemeanors after the "bind over" and all juvenile cases).

E. "**JUDGE**" means the judge of the court as defined above.

F. "**PRIVATE ATTORNEY**" means an attorney appointed from a panel of attorneys that has contracts with Lander County to provide services. The selection of a private attorney to the panel of Private Attorneys shall require that the attorney meet the standards set forth by DIDS.

G. "**PUBLIC DEFENDER**" means an attorney employed to serve as the public defender in a county office as a public defender. The public defender should be the first appointed counsel on a criminal case unless there is a conflict or other impediment to the appointment. The selection of the public defender shall require that the attorney meet the standards set forth by DIDS.

#### IV. PROVISIONS OF REPRESENTATION

- A. **Mandatory:** Representation shall be provided for any financially eligible person who:
1. Is charged with a felony or gross misdemeanor crime;
  2. Is charged with a misdemeanor that requires incarceration or which the prosecution is likely to seek incarceration in the Lander County Law Enforcement Center;
  3. Is alleged to have committed a delinquent act;
  4. Is subject to commitment pursuant to NRS 433A.310;
  5. Is in custody as a material witness;
  6. Is seeking a post-conviction habeas corpus writ involving an underlying death penalty;
  7. Is entitled to appointment of counsel under the Sixth Amendment of the United States Constitution or any provision of the Nevada Constitution; and
  8. Nevada law requires appointment of counsel.

**B. Discretionary:** Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:

1. Is charged with a misdemeanor and the Court determines that appointment is in the interests of justice;
2. Is seeking a post-conviction habeas corpus writ and the Court determines that there is good cause for the appointment;
3. Is charged with civil contempt that may result in a loss of liberty; and
4. Is a witness and there is reason to believe that the testimony given by the person may subject the person to criminal prosecution.

**C. When counsel shall be provided:** Counsel shall be appointed at the first appearance<sup>1</sup> after the Defendant has made an application for the services of counsel and has been properly screened for financial eligibility.

**D. Financial Eligibility Requirements**

1. *Financial Eligibility:* Financial Eligibility: A person shall be deemed "indigent" who is unable, without substantial hardship to himself or his dependents, to obtain competent, qualified legal counsel on his or her own. "Substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline. A defendant is presumed to have a substantial hardship if he or she is currently serving a sentence in a correctional institution or housed in a mental health facility or is a minor. Defendants not falling below the presumptive threshold will be subjected to a more rigorous screening process to determine if their particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a substantial hardship were they to seek to retain private counsel.
2. *Screening for Eligibility:* The Court shall conduct the screening for financial eligibility at the first appearance with regard to eligibility of the

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<sup>1</sup> In the urban model plan, it provides that "Counsel shall be provided to eligible persons within 72 hours or as soon as feasible after their first appearance before a judge, when they are formally charged or notified of charges if formal charges are sealed, or when a Justice of the Peace, Municipal Judge or District Judge otherwise considers appointment of counsel appropriate."

defendant for the services of appointed counsel based upon the provisions set forth in subsection (1) above. The Court shall ensure that the defendant is provided with a financial affidavit for appointment of counsel that shall be signed.

3. *Recommendation Regarding Appointment of Counsel:* If the Court determines that a defendant is eligible for appointment of legal counsel, the Court shall submit a written recommendation to appoint or not appoint counsel. In submitting the recommendation, the Court shall include the executed financial affidavit submitted by the defendant. The Court shall indicate the basis for the appointment within the Recommendation (i.e. 200% of federal poverty guideline, some other presumptive guideline, or the finding after a vigorous screening). In making the recommendation to appoint counsel, the recommendation to appoint counsel shall make appropriate findings as to why certain counsel is appointed, and shall be governed, as follows:
  - a. Unless a conflict exists, the Lander County Public Defender shall be recommended for appointment;
  - b. If the Lander County Public Defender determines there is a conflict or the Court determines there are two or more defendants charged with a crime due to a mutual course of conduct, the Lander County First Tier Conflict Public Defender shall be recommended for appointment;
  - c. If the Lander County Public Defender and the Lander County First Tier Conflict Public Defender determines there is a conflict or the Court determines there are three or more defendants charged with a crime due to a mutual course of conduct, The Lander County Second Tier Conflict Public Defender shall be recommended for appointment; and
  - d. If the Lander County Public Defender, the Lander County First Tier Conflict Public Defender, and Lander County Second Tier Conflict Public Defender determines there is a conflict or the Court determines that there are four defendants charged with a crime due to a mutual course of conduct, the appointment shall be governed by section VII below by the Court Administrator.

4. *Time for Eligibility Recommendations*

- a. In-Custody Defendants: If an individual remains in a custodial status, the eligibility screening shall occur within 48 hours from the individual's arrest. If a defendant bails out within 48 hours of jail or is otherwise released within 48 hours before filling out the paperwork to request counsel, there is no requirement to make an eligibility determination.
  - b. Out-Of-Custody Defendants: If an individual is discharged from custody prior to the 48 hours and/or the Defendant has not applied for counsel, the individual may apply to the Court for counsel at the time of the first hearing.<sup>2</sup>
5. *Disclosure of Change in Eligibility*: If, at any time after appointment, counsel obtains information that a client is financially able to make payment, in whole or in part, for legal or other services in connection with his or her representation, and the source of the attorney's information is not protected as privileged communication, counsel shall advise the court.
6. *Appointment of Counsel in Juvenile Matters*: In Juvenile Delinquency matters filed with the court, the juvenile should be presumed to be indigent. The court may order the parents of the juvenile to reimburse the county for the reasonable attorney fees, whether Public Defender, contract, or appointed counsel (NRS 62E.300) based on the parent's ability to pay.

**E. Appointment of Counsel:** The Court shall determine if the defendant is eligible and make an appointment accordingly in accordance with NRS 171.188. If the Court determines that the defendant is not eligible, the Court shall deny appointment or may set the matter for a hearing to clarify any concerns that the Court has as to eligibility. If the Court determines that the private attorney recommended to be appointed is not suitable for the particular case, the Court may contact the Counsel Administrator and determine which attorney would be next in the rotation of the attorneys on the panel. The Court may then appoint that next-in-rotation private attorney to the case. The Counsel Administrator will ensure

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<sup>2</sup> The "48 hours" is contingent upon the BIDS approving funding for the Counsel Administrator position. If the funding is not allocated by BIDS, the process will revert to the judges having authority to screen in a manner to comply with the remainder of the rule.

that the individual that was not appointed is moved in order to be appointed next.

**F. NUMBER AND QUALIFICATIONS OF COUNSEL:**

The Counsel Administrator shall recommend appointment as follows:

1. One attorney shall be recommended for appointment except in Capital Cases;
2. Two attorneys shall be appointed in Open Murder cases which are reasonably believed to result in a Capital Case; and
3. At least two attorneys should be appointed to represent a defendant charged in a Capital Case in accordance with Nevada Supreme Court Rule 250.

**G. First Appearance:** The public defender shall provide representation to an unrepresented indigent defendant at the first appearance. To avoid a potential conflict of interest, the attorney should provide, to the extent possible, representation that does not pertain to matters beyond the First Appearance. The counsel appearing with the Defendant at the First Appearance must be prepared to address appropriate conditions of release in accordance with relevant legal precedence. Courts should be circumspect about any delays caused by the determination of indigence of the defendant.

**H. Vertical Representation:** Other than having the public defender at the First Appearance, representation should be vertical.

## V. **APPOINTMENT OF PUBLIC DEFENDER<sup>3</sup>**

### **A. Appointment**

The Public Defender shall be appointed to criminal cases.

### **B. Determination of Conflict Of Interest**

The Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Public Defender to exist, such a fact shall be brought to the attention of the court as soon as possible by a written motion. If the Court determines the Motion has merit, the Court shall then appoint the First Tier Conflict Public Defender. In no instance, shall the Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

### **C. Complaints by Clients**

The public defender will track complaints by clients and document the resolution of the complaints.

### **D. Description of Resources and Accommodations for Confidential Client Communications**

The courthouse has two meeting rooms by the District Court and two by the Justice's Court that are available to any attorney who has an ongoing case. The Jail has a meeting room. The Courthouse has a meeting room for people in jail. In no event shall these rooms be monitored by audio or video equipment which would serve to reduce or eliminate the confidential nature of those rooms.

### **E. DIDS Complaint and Recommendation Process Made Available**

An application for court appointed counsel will be given to the Defendant at the first appearance before the Justice Court to determine eligibility. This is the form used by our Justice of the Peace and is attached to this plan.

### **F. Payment of Public Defender**

The Public Defender is compensated through the County's payment process.

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<sup>3</sup> Lander County only has one public defender in its public defender office.

**G. Payment of Expert and Investigative Fees**

The Public Defender has a line item within his Budget for the fees that follows the normal vouchering process for departments within county government.

**H. Assignment of Cases within Office of Public Defender**

Currently the Office of Public Defender has one attorney. Assignment would be to that attorney. If the Office has an increase in cases that merit the hiring of another attorney for the office, the Office shall develop procedures for assigning cases.

**I. Selection of Public Defender**

The person who will fill the position of Public Defender shall be selected by the County Commissioners in consultation with the County Manager and the Counsel Administrator.

**VI. APPOINTMENT OF FIRST TIER CONFLICT PUBLIC DEFENDER**

**A. Appointment of First Tier Conflict Public Defender**

Upon determination by the Public Defender of a conflict or where two individuals are alleged to have acted in concert in a criminal action, the Conflict Public Defender shall be appointed.

**B. Determination of Conflict Of Interest**

The First Tier Conflict Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the First Tier Conflict Public Defender to exist, such a fact shall be brought to the attention of the court as soon as possible through a written motion. If the Court determines the Motion has merit and the Court will appoint the Second Tier Conflict Public Defender.

In no instance, shall the First Tier Conflict Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

**C. Complaints by Clients**

The First Tier Conflict Public Defender will track complaints by clients and document the resolution of the complaints.

**D. Description of Resources and Accommodations for Confidential Client Communications**

The courthouse has two meeting rooms by the District Court and two by the Justice's Court that are available to any attorney who has an ongoing case. The Jail has a meeting room. The Courthouse has a meeting room for people in jail. In no event shall these rooms be monitored by audio or video equipment which would serve to reduce or eliminate the confidential nature of those rooms.

**E. DIDS Complaint and Recommendation Process Made Available**

An application for court appointed counsel will be given to the Defendant at the first appearance before the Justice Court to determine eligibility. This is the form used by our Justice of the Peace and is attached to this plan.

**F. Payment of Conflict Public Defender**

The First Tier Conflict Public Defender is compensated through a rate set by the County Commissioners.

**G. Payment of Expert and Investigative Fees**

The first tier conflict Public Defender will submit a request for payment to the Counsel Administrator who will then recommend approval, modification or denial of the request. Upon approval of a claim, the Counsel Administrator will process a voucher. The Counsel Administrator will then submit the voucher for payment. If the Counsel Administrator modifies or denies the request, the Attorney may appeal any modification to the Court for resolution. The Court may determine to pay the voucher and will order the County to pay the voucher.

**H. Assignment of Cases within First Tier Office of Conflict Public Defender**

Currently the Office of First Tier Conflict Public Defender has one attorney. Assignment would be to that attorney. If the Office has an increase in cases that merit the hiring of another attorney for the office or a new Conflict Public Defender is employed, the Office shall develop written procedures for assigning cases.

**I. Selection of First Tier Conflict Public Defender**

The selection of a conflict public defender shall be by the Board of County Commissioners. The appointment may be for a term of years and may be renewed from time to time.

**VII. APPOINTMENT OF SECOND TIER CONFLICT PUBLIC DEFENDER**

**A. Appointment of Second Tier Conflict Public Defender**

Upon determination by the Public Defender and First Tier Public Defender of a conflict or where three individuals are alleged to have acted in concert in a criminal action, the Second Tier Conflict Public Defender shall be appointed.

**B. Determination of Conflict Of Interest**

The Second Tier Conflict Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Second Tier Conflict Public Defender to exist, such a fact shall be brought to the attention of the court as soon as possible by filing a written Motion. If the Court determines the Motion has merit, the Court shall have authority to contact the Counsel Administrator for a recommendation and shall have authority to appoint conflict counsel. In no instance, shall the Second Tier Conflict Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

**C. Complaints by Clients**

The Second Tier Conflict Public Defender will track complaints by clients and document the resolution of the complaints.

**D. Description of Resources and Accommodations for Confidential Client Communications**

The courthouse has two meeting rooms by the District Court and two by the Justice's Court that are available to any attorney who has an ongoing case. The Jail has a meeting room. The Courthouse has a meeting room for people in jail. In no event shall these rooms be monitored by audio or video equipment which would serve to reduce or eliminate the confidential nature of those rooms.

**E. DIDS Complaint and Recommendation Process Made Available**

An application for court appointed counsel will be given to the Defendant at the first appearance before the Justice Court to determine eligibility. This is the form used by our Justice of the Peace and is attached to this plan.

**F. Payment of Second Tier Conflict Public Defender**

The Second Tier Conflict Public Defender is compensated through a rate set by the County Commissioners.

**G. Payment of Expert and Investigative Fees**

The second tier conflict Public Defender will submit a request for payment to the Counsel Administrator who will then recommend approval, modification or denial of the request. Upon approval of a claim, the Counsel Administrator will process a voucher. The Counsel Administrator will then submit the voucher for payment. If the Counsel Administrator modifies or denies the request, the Attorney may appeal any modification to the Court for resolution. The Court may determine to pay the voucher and will order the County to pay the voucher.

**H. Assignment of Cases within Office of Second Tier Conflict Public Defender**

Currently the Office of Conflict Public Defender has one attorney. Assignment would be to that attorney. If the Office has an increase in cases that merit the hiring of another attorney for the office or a new Second Tier Conflict Public Defender is employed, the Office shall develop written procedures for assigning cases.

**I. Selection of Second Tier Conflict Public Defender**

The selection of a conflict public defender shall be by the Board of County Commissioners. The appointment may be for a term of years and may be renewed from time to time.

## **VIII. APPOINTMENT OF PANEL ATTORNEYS**

### **A. Appointment of Counsel**

A panel attorney shall be appointed when the Public Defender, the First Tier Conflict Public Defender, and the Second Tier Conflict Public Defender are conflicted off a case or there are multiple defendants requiring the appointment of a panel attorney.

### **B. Determination of Conflict Of Interest**

The Panel Attorney assigned and appointed to a case shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Panel Attorney to exist, such a fact shall be brought to the attention of the court as soon as possible through a written motion. If the Court determines the Motion has merit, the Court shall have authority to contact the Counsel Administrator for a recommendation and shall have authority to appoint conflict counsel selected by the Counsel Administrator. In no instance, shall a Panel Attorney be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

### **C. Complaints by Clients**

The panel attorney will track all complaints by clients regarding the panel attorney's representation and document the resolution of each complaint.

### **D. Description of Resources and Accommodations for Confidential Client Communications**

The courthouse has two meeting rooms by the District Court and two by the Justice's Court that are available to any attorney who has an ongoing case. The Jail has a meeting room. The Courthouse has a meeting room for people in jail. In no event shall these rooms be monitored by audio or video equipment which would serve to reduce or eliminate the confidential nature of those rooms.

**E. DIDS Complaint and Recommendation Process Made Available**

An application for court appointed counsel will be given to the Defendant at the first appearance before the Justice Court to determine eligibility. This is the form used by our Justice of the Peace and is attached to this plan.

**J. Payment of Panel Attorney**

The panel attorney is compensated at the statutory rate through the County's standard vouchering process. The Attorney will submit the request for reimbursement on a monthly basis to the Counsel Administrator. The Counsel Administrator will then approve or deny the request. If there is a dispute, the Court will determine if the voucher should be paid.

**K. Rate of Pay of Panel Attorneys**

Panel Attorneys shall be paid at the statutory rate.

**L. Payment of Expert and Investigative Fees**

The panel attorney will submit a request for payment to the Counsel Administrator who will then approve, modify or deny the request. The Counsel Administrator will then pay the voucher for payment. If the Counsel Administrator modifies or denies the recommendation, the Attorney may appeal the modification to the Court for resolution. The Court may determine to pay the voucher and will order the County to pay the voucher.

**M. Assignment of Cases within Office of Panel Attorney**

If the panel attorney has more than one attorney, the Office shall develop written procedures for assigning cases.

**N. Selection of Panel Attorneys**

The selection of a conflict public defender shall be by the Board of County Commissioners. The appointment may be for a term of years and may be renewed from time to time.

## **IX. TRAINING AND MENTORING**

- A. Mentoring Programs: If an attorney wishes to become qualified for one of the categories of cases, the Counsel Administrator shall contact DIDS for suggestions as to possible mentors for the attorney.
- B. Annual Training: The attorneys working as indigent defense counsel shall receive the recommended amount of indigent defense training by DIDS. Such training shall be tracked by DIDS.

## **X. DUTIES OF INDIGENT DEFENSE COUNSEL**

A. Standards of Performance Services rendered to an indigent defendant by appointed counsel shall be commensurate with those rendered as if counsel were employed privately. Representation shall be provided in a professional skilled manner in accordance with Strickland. Attorneys are required to comply with the Rules of Professional Conduct. To the extent governed by a statute, Attorneys must conform their conduct to the requirements of the statute. An attorney should follow appropriate regulations and ADKT 411's performance standards to the extent that the standards do not conflict with the aforementioned provisions. An attorney should refrain from recommending that a client waive a substantial right unless the attorney believes that the client's interests are served by the waiver. Attorneys should make efforts to meet with a client within seven (7) days after appointment to a case unless no formal criminal complaint has been filed and should make efforts to meet with the client at a minimum every thirty (30) days thereafter unless there are no significant updates in the client's matter. The meeting can be in person or through other telephonic/audio means.

B. Continuity in Representation: The system designed in Lander County is currently premised on continuity of representation by a single attorney at all stages of the representation.

C. Workload Standards: The County recognizes that DIDS is studying the caseload standards in the rural counties. In the absence of hard numbers, the County encourages and requires that appointed counsel ensure that they have sufficient time to give to each client the time and effort necessary to ensure effective representation. Any attorney shall decline representation of a client if the attorney believes the attorney's caseload would interfere with the attorney's competence, diligence

and/or representation of the client. The County finds and determines that current caseloads for the Public Defender and Conflict Public Defender are not excessive as set forth above. Historically, the Nevada State Public Defender only assigned a part-time person (2-3 days per week) to the caseload in Battle Mountain. Currently the Lander County Public Defender is employed full-time. Furthermore, the Lander County Conflict Public Defender has a small caseload. Furthermore, the caseload placed upon Panel Attorneys by the appointments in Lander County should not in and of itself cause an attorney to violate any portion of this rule. This section cannot be used as a basis to allege a claim for ineffective assistance of counsel.

D. No Receipt of Other Payment: Appointed counsel shall not request, require or accept any payment or promise to pay or any other valuable consideration for representation under the appointment unless such payment is approved by order of the Court. No appointed counsel shall engage in sexual conduct with any client.

E. Private Practice of Law: For the Lander County Public Defender, this topic is governed by contract, the Lander County Code in addition to statutory permissions. For all other counsel, unless otherwise prohibited by law, private practice of law is expected.

F. Use of Client Surveys: At the conclusion of representation, counsel will provide the client with a copy of the client survey authorized by DIDS. The client will be provided the address of DIDS and encouraged to send the survey to DIDS or the attorney may assist with the survey being sent.

## **XI. APPOINTED COUNSEL ADMINISTRATOR<sup>4</sup>**

- A. System of Counsel Administrator: A system consisting of one counsel administrator shall be created. The counsel administrator will be overseen by the Lander County Manager. The Counsel Administrator shall be employed to appoint particular attorneys in conjunction with hierarchy of appointments (i.e. 1. Public Defender; 2. Conflict Tier 1 & Tier 2 Attorney's; and 3. Panel Attorney (based upon a rotation of attorneys down the list of panel attorneys)) and expenses.

---

<sup>4</sup> These provisions are contingent upon the DIDS approving funding for the service. If DIDS does not approve funding for the service, the County will take interim steps to ameliorate any shortfalls in funding.

B. Selection of Counsel Administrators: The Counsel Administrator shall be selected by the County Manager.

C. The Specific Duties: The duties would be the following:

*Appointment of Counsel:*

- i. Maintain a list of panel attorneys who could serve on certain types of cases;
- ii. Appoint counsel after the Public Defender, 1<sup>st</sup> tier attorney, and 2<sup>nd</sup> tier attorney have all conflicted out
- iii. Determining which attorney should be appointed in accordance with the hierarchy of appointment and type of case; and
- iv. Recommend the Appointment of Counsel to the Court.

*Approval of Expert Witness Fees*

- i. Received the request for costs for an expert witness (including initial costs and additional costs);
- ii. Determination if the attorney has provided sufficient basis for the appointment of the particular expert (This may require an evaluation of the type of expert witness and if the expert witness is appropriate based upon the facts of the case);
- iii. Recommend approval of a sum certain cost for the expert witness; and
- iv. Submit the Recommendation to the County for payment.
- v. If the Counsel Administrator denies the request, the request can be submitted to the trial court for approval.

*Approval of Investigative Fees*

- i. Received the request for costs for an expert witness (including initial costs and additional costs);
- ii. Determination if the attorney has provided sufficient justification for the investigator;
- iii. Recommend approval of a sum certain cost for the expert witness; and
- iv. Submit the Recommendation to the County for payment.
- v. If the Counsel Administrator denies the request, the request can be submitted to the trial court for approval.

### *Approval of Attorney Fees*

- i. Received the request for a conflict or panel attorney, which sets for the basis for the attorney fees (with six minute increments) through an affidavit signed by counsel setting forth the hours worked;
- ii. Determination if the fees are necessary and reasonable and if the fees exceed statutory amounts for the case type;
- iii. Recommend approval of a sum certain cost for the attorney fees; and
- iv. Submit the recommendation to the County for payment.
- v. If the Counsel Administrator denies or modifies the request, the request can be submitted to the trial court for approval.

### *Maintain a record of activities.*

The Counsel Administrator shall maintain a record of the activities listed above and provide the Department of Indigents Defense records that are requested.

### *Use Standardized Forms.*

The Counsel Administrator shall use the established forms for the action taken.

## **XII. BAIL HEARINGS**

Counsel will be required to clear calendars to appear before the Justice of the Peace. Weekend Appearances may be required. The bail hearing aspect of the First Appearance may be held telephonically to allow counsel to appear. The Public Defender shall make himself or an associate available for these services.

## **XIII. RECORDS**

Providers of indigent services shall maintain data through the data collection and case management services provided by the Department at State expense for caseload and time reporting, even though the system is antiquated and difficult to manage. Costs for keeping such records shall also be kept by the

providers to seek reimbursement from the State. Such reporting shall be kept in accordance with the Temporary Regulations of the DIDS.

#### **XIV. POINT OF CONTACT**

The point of contact for this plan shall be the Counsel Administrator.

#### **XV. GOALS AND HOPES**

Although the County has a current system that meets the goals and hopes of the Plan, the Plan is being adopted. The following will be the goals for the Plan:

1. The County's Plan for the provision of indigent defense services ensures that an indigent defense attorney has the resources to conduct an independent investigation and retain an investigator if one is needed, and, if needed, request the assistance of experts to assist with preparation of a defense;
2. The County has created in its annual budget a line item for the public defender and the Conflict public defenders/panel attorneys;
3. Beginning in 2021, the County has created a budget for investigators and experts for the public defender. Expenditures shall be at the sole discretion of the public defender;
4. In 2021, the County has created an additional budget line item for the other attorneys for the same expenditures that will be for the other attorneys; and
5. Disbursements shall be made by the Counsel Administrator

#### **XVI. EFFECTIVE DATE**

This plan shall become effective when approved. The plan shall be submitted by May 1 of each year.

## **XVII. COSTS**

The projected costs for Indigent Defense in Lander County:

Public Defender's Office	\$130,000.00.
Conflict Public Defender's Office	\$50,000.00
Second Tier Conflict Public Defenders	\$25,000.00
Panel Attorneys	\$5,000.00
Counsel Administrator/Records	\$5,000.00/\$20,000.00
Expenses	\$20,000.00

**\$235,000.00/\$250,000.00**

IN THE JUSTICE COURT OF ARGENTA TOWNSHIP  
COUNTY OF LANDER, STATE OF NEVADA

THE STATE OF NEVADA,  
Plaintiff,

)  
)

VS.

)  
)  
)

APPLICATION FOR  
COURT APPOINTED COUNSEL

\_\_\_\_\_  
Defendant,

Case # \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says: That he/she is the Defendant in the above entitled action and is without means of employing an attorney.

Affiant's Monthly Income: \$ \_\_\_\_\_

In accordance with ADKT 411 and section 1012 of the Department of Defense Appropriations Act of 2010, Affiant prays that the Judge of the above entitled Court appoint counsel to represent him/her.

\_\_\_\_\_  
Affiant/Defendant

Subscribed and sworn to me before this \_\_\_\_\_ day of February, 2022.

\_\_\_\_\_  
Justice of the Peace

## Attachment 1.F

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report** DUE BY MAY 1

**1. Name and Address of Individual Completing Report:**

Name: Bevan Lister  
 Address: PO Box 90, Pioche, NV 89043  
 County: Lincoln

**2. Total Spent on Indigent Defense Services for FY21**

**2a. Report Period:** Total Spent on Indigent Defense Services FY21  
**Start Date:** 7/1/2020 **End Date:** 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	0
Total	\$	0

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	0
Contract Position Costs	\$	145000
Appointed Attorneys	\$	0
Total Attorney Costs (Sum of Salaried and Contract)	\$	145000
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total	\$	145000

**2c. Remarks/Notes on FY21 Reporting:**

We were not tracking court expenses separately during this fiscal year.

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**      **Start Date:** 7/1/2022      **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	145000
Budgeted Appointed Attorneys	\$	0
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	145000
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	0
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	60000
Total	\$	205000

**3c. Remarks/Notes on Budget:**

There is a heavy case load anticipated for FY23. Additional costs for investigation, experts, etc.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

The contracts in Lincoln County agree to a salary scale that has step increases, not percentage increases.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. **In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25.** Attach supporting documentation as needed.

We do not expect there to be any substantial change in projected expenses

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes X No     

7. **Question only for counties with a population of less than 100,000:** Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes      No X
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes      No X
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes X ?? No
- d. would you like an estimate for any of the representation above? Yes X No

Bryan Lister  
Authorizing Signature

3-Jun-22  
Date

8milelister@gmail.com  
Email

Commissioner  
Position

775-962-1283  
Phone



## 1. STATEMENT OF POLICY

### Objective:

- i.) The objective of this Plan is to attain the ideal of equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of appointed counsel, will not be deprived, because they are financially unable to pay for adequate representation, of any element of representation necessary to an adequate defense.
- ii.) The further objective of this Plan is to implement the requirements set forth in the Order entered by the Supreme Court of Nevada on January 4, 2008 in ADKT 411: "In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases."

## 2. PROVISIONS OF REPRESENTATION

- A. Mandatory: Lincoln County shall provide representation for any financially eligible person who:
  - i.) Is charged with a felony or gross misdemeanor;
  - ii.) is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;
  - iii.) is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;
  - iv.) is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;
  - v.) is in custody as a material witness;
  - vi.) is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;
  - vii.) faces loss of liberty in a case and Nevada law requires the appointment of counsel;
  - viii.) faces loss of liberty for criminal contempt;



- ix.) has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.
  
- B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for financially eligible persons who are charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized or any other case in which the court determines in the interest of justice appointment of counsel is appropriate.
  
- C. Timing of Appointment of Counsel: Counsel shall be provided to eligible persons:
  - i.) within 48 hours of formal charges being filed against the person held in custody or as soon as feasible;
  
  - ii.) when they appear before a judge;
  
  - iii.) when they are formally charged or notified of charges, if formal charges are sealed; or
  
  - iv.) when a District Judge or Justice of the Peace otherwise considers appointment of counsel appropriate;
  
- D. Number and Qualifications of Appointed Counsel:
  - i.) one attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;
  
  - ii.) two attorneys shall be appointed consistent with Section 4 and 5 herein, as soon as possible in all open murder cases which are reasonably believed to result in a Capital Case;
  
  - iii.) at least one of the two attorneys appointed to represent defendants charged in Capital Cases must meet the minimum standard for lead counsel pursuant to Nevada Supreme Court Rule 250 and both attorneys appointed must conform to the performance guidelines or standards as adopted by the Nevada Supreme Court for Capital Cases.
  
- E. Eligibility for Appointed Representation:
  - i.) Financial Eligibility:
    - a. a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;



- b. "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;
  - c. a defendant is presumed to have a "substantial hardship" if he or she is currently serving a sentence in a correctional institution or housed in a mental health facility or is a minor;
  - d. defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if his or her particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.
- ii.) Screening for Eligibility: Defendants shall have immediate access to applications for indigent defense services. No later than 48 hours after arrest, The Court will screen individuals for financial eligibility and provide defendants with a financial affidavit. Upon review of the financial affidavit, and if the defendant meets the criteria listed above, the Court will promptly appoint the contract attorney to represent the defendant.
  - iii.) The contract attorney will provide representation to an indigent defendant at the initial appearance or arraignment, but such attorney should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest.
  - iv.) Automatic Eligibility: A minor alleged to have committed a crime, an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for appointed counsel because the presumption of indigency always accompanies any charges filed against a minor.
  - v.) Indigent Defense Providers must be present at initial appearances and arraignments and be prepared to address appropriate release conditions in accordance with relevant statute, rule of criminal procedure, and caselaw. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of a defendant. This Plan also ensures the presence of counsel at all other critical stages, whether in or out of court.



### 3. HIRING PROCESS

- A. Lincoln County will contract with one (1) attorney (hereinafter "Contract Attorney") and one (1) conflict attorney to provide indigent defense services for Lincoln County. The contract will be negotiated between the County and the Attorney. However, any contract entered between the County and Attorney will comply with all requirements of the Nevada Department of Indigent Defense Services.
- B. Appointment of Counsel. Contract Attorney shall then perform a conflict check to determine if any conflict of interest exists that would prevent representation of the defendant. If the Contract Attorney determines that a conflict exists, s/he will notify the Court and the case will be transferred to the Contract Conflict Public Defender. If the contract Conflict Public Defender determines that a conflict exists with his/her office, s/he will notify the Court and transfer the case in LegalServer to the Department of Indigent Defense Services for selection of new counsel. The Court will request the Nevada Department of Indigent Defense Services to select counsel. Counsel shall be selected in the following manner:
- i.) Upon receipt of the above notification, the Department shall select new counsel for assignment from among the panel of attorneys that are located within 3 hours drive time of Lincoln County (In Nevada: Clark County, White Pine County, and in Utah: Iron County and Washington County). Such attorney may accept or reject the assignment of the case. A case shall be deemed rejected if the department does not receive a response within 24 hours.
  - ii.) If attorneys described above are unavailable to take the case, the Department shall select new counsel from the remainder of the panel of attorneys on the Department's list pursuant to NRS 180.430.
  - iii.) The department shall use a rotation system insofar as practicable, but shall ultimately have discretion to make assignments on any legitimate basis, including without limitation, qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lincoln County officials, and capacity to take on work.
  - iv.) Upon confirmation of acceptance of assignment by the attorney, the Department shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.



- C. The Department of Indigent Defense Services will maintain a list of attorneys qualified to provide indigent defense services.
- D. County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and appointed counsel.

#### **4. TRAINING**

Any attorneys contracting with Lincoln County shall meet all requirements for training and experience as directed by the Nevada Department of Indigent Defense Services.

#### **5. DUTIES OF INDIGENT DEFENSE COUNSEL**

- A. **Standards of Performance.** Services rendered by Appointed Counsel shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Counsel must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Counsel must make all reasonable efforts to meet with the client within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.
- B. **Continuity of Representation:** Lincoln County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Counsel represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.
- C. **Workload Standard:** The workload of an Appointed Counsel must allow the Appointed Counsel to give each client the time and effort necessary to ensure effective representation. Any Appointed Counsel who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Counsel's competence, diligence, or representation of clients.



- D. **No Receipt of Other Payment:** Appointed counsel may not require, request, or accept any payment or promise of payment or any other valuable consideration for representation under the appointment unless such payment is approved by order of the court. Attorneys who contract to provide public defense work may engage in the private practice of law that does not conflict with the Attorney's professional services required pursuant to the public defense contract.
- E. **Use of Client Surveys:** Appointed Counsel shall maintain a system for providing Client Surveys to their clients. Appointed Counsel shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by the Department of Indigent Defense Services (DIDS).

## **6. Privileged Communications**

County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and appointed counsel.

## **7. PAYMENT OF FEES AND EXPENSES RELATED TO REPRESENTATION**

- A. Lincoln County's Plan for the provision of indigent defense services ensures that an attorney has the resources to:
  - i.) Conduct an independent investigation of the charges filed against the client as promptly as practicable and, if appropriate, retain an investigator to assist with the defense of the client; and
  - ii.) Request the assistance of experts when such assistance is reasonably necessary to prepare the defense of an indigent defendant.
- B. Lincoln County will create a line item in its annual budget for one (1) contract public defender and one (1) contract conflict public defender and will ensure that during its annual budget preparation sufficient funds are budgeted for the contract amounts.
- C. Lincoln County will create a line item in its annual budget for the costs of Investigators and Experts and will budget \$30,000.00 annually. Expenditures will be based on the sole discretion of the Public Defender and will be approved through normal budget of the Lincoln County Board of Commissioners.



- D. Lincoln County will create a line item in its annual budget for additional conflict public defenders and will budget \$20,000.00 annually.
- E. Lincoln County will create a line item in its annual budget for the costs of Investigators and Experts for Conflict Public Defender and will budget \$10,000.00 annually.
- F. Disbursements from line items 7(d) and 7(e) will be made by application to the Nevada Department of Indigent Defense Services as set forth in the Selection and Payment Procedures, Attachment A.

### 8. Data Collection

Providers of indigent defense services in Lincoln County shall use the data collection and case management system provided by the Department at State expense for caseload and time reporting. Such reporting must be kept as set forth by the Temporary Regulations of the Board on Indigent Defense Services.

### 9. Billing and Reporting

- A. Billing by the Contract Public Defender and the Contract Conflict Public Defender shall be in accordance with their individual contracts. All other billing shall be submitted to the Department of Indigent Defense Services at the conclusion of the case or as interim billing on a monthly basis as set forth in the Selection and Payment Procedures, Attachment A.
- B. Quarterly reporting the Nevada Department of Indigent Defense Services will be completed by the Lincoln County Recorder's Office with the assistance of the Contract Public Defender.

Approved this 7<sup>th</sup> day of February, 2022

  
\_\_\_\_\_  
Chairman  
Lincoln County Board of Commissioners

## Attachment 1.G



**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**            **Start Date:** 7/1/2022            **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	-
Budgeted Contract Position Costs	\$	1,087,000
Budgeted Appointed Attorneys	\$	360,000
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>1,447,000</b>
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	-
Investigators	\$	190,500
Experts	\$	30,000
Social Workers	\$	-
Travel	\$	-
Training	\$	-
Supplies	\$	-
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total		\$ 1,667,500

**3c. Remarks/Notes on Budget:**

The budgeted contract position costs include the full contract for our public defender contract. Some of the contract work will most likely be used for non-indigent cases, but we don't currently have information to separate that out and it is deemed to be fairly minimal. The budget includes an estimate for the current murder case that is in process.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

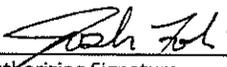
**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**  
4% is the the salary table increase that has been negotiated with both of our associations for fiscal year 2022-2023.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed. We would anticipate that the costs for those years will increase by approximately 7% per year, due to labor market and inflation issues.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes  No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes  No
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes  No
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes  No
- d. would you like an estimate for any of the representation above? Yes  No

  
\_\_\_\_\_  
Authorizing Signature

5/2/2022  
\_\_\_\_\_  
Date

Comptroller  
\_\_\_\_\_  
Position

jfol@yon-county.org  
\_\_\_\_\_  
Email

775-463-6510  
\_\_\_\_\_  
Phone

## Attachment 1.H

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report** DUE BY MAY 1

**1. Name and Address of Individual Completing Report:**

Name: Teresa McNally  
 Address: PO Box 1450 Hawthorne, NV 89415  
 County: Mineral

**2. Total Spent on Indigent Defense Services for FY21**

**2a. Report Period:** Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	0
Total	\$	0

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	0
Contract Position Costs	\$	105,000
Appointed Attorneys	\$	22,560
Total Attorney Costs (Sum of Salaried and Contract)	\$	127560
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	0
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total	\$	127560

**2c. Remarks/Notes on FY21 Reporting:**

1. No reimbursements were received for FY21. Reimbursement did not begin until FY22. 2. Contracted rates for the public defender and alternative public defender included all sub-category costs.

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:** Start Date: 7/1/2022 End Date: 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	117,000
Budgeted Appointed Attorneys	\$	35,000
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	152,000
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	15,000
Experts	\$	15,000
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total	\$	182,000

**3c. Remarks/Notes on Budget:**

The FY23 budget has now been approved with the above amounts in the final budget.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**  
 The lowest cost of living increase for FY23 has been negotiated to be a \$1.00. This equates to approximately a 6-7% cost of living increase depending on the employees current wage.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed. The FY24 and FY25 budgets are anticipated to be similar to the FY23 budget with an expected increase of 10% year upon year.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes X No     

7. **Question only for counties with a population of less than 100,000:** Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes      No X
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes      No X
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes      No X
- d. would you like an estimate for any of the representation above? Yes      No

*Teresa Manally*

Authorizing Signature

Date 6/13/22

Email [clerk-treasurer@mineralcountynv.org](mailto:clerk-treasurer@mineralcountynv.org)

Position  
Clerk-Treasurer

Phone 775-945-2446

# Mineral County Plan for the Provision of Indigent Defense Services

## **I. STATEMENT OF POLICY**

### **A. OBJECTIVES**

1. The objective of this Plan is to implement the model plan required by Regulations implemented by the Board of Indigent Defense Services. The Plan is proposed and submitted in protest because the Board did not consider the actual needs of Mineral County in relation to the criminal justice system. The Board enacted regulations without taking into consideration the needs of the indigent defendants that come before the Courts in Mineral County. The Board essentially created solutions for areas where there were no problems. The Board failed to recognize the real needs in Mineral County do not center on a deficiency in the conduct of attorneys providing services to indigent defendants or the methodology of Judges appointing counsel. Rather, the primary problem centers on services following a defendant's conviction for crimes that they have admitted to committing. Such a dearth of services includes the lack of mental health counseling, substance abuse counseling, job skills enhancements, and other necessary services (including a more robust and fully staffed Parole and Probation).
2. The County has significant concerns if a State Agency maintains the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials in Mineral County. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Mineral County.
3. Ultimately, the other objective of this plan is to continue to provide a system of appointment and selection of counsel that provides competent representation of individuals charged with a crime or a delinquent act.
4. It should be noted that both the public defender and conflict public defenders have moderate or small caseloads and can devote the time to make sure their cases are fully satisfied. The public defender is

employed under a contract to devote sufficient time to fulfill his caseload in Mineral County.

## II. SCOPE OF RULES

### A. PAYMENT OF NEW OR ADDITIONAL COSTS CAUSED BY PLAN:

Portions of this plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this plan. In the event that the State of Nevada by and through the Board of Indigent Defense Services does not authorize the increase in expenditures, the portion of the plan identified as requiring additional funds will be eliminated and the provision of services shall continue as currently existing.

## III. DEFINITIONS

- A. "APPOINTED ATTORNEY" means and includes private attorneys, the public defender, and the conflict public defender.
- B. "CONFLICT PUBLIC DEFENDER" means the attorneys contracted with Mineral County to provide conflict defense of indigent defendants. Conflict public defenders should be appointed any time the public defender is required to withdraw from the case or has a conflict of interest that prevents the appointment of the public defender. The attorney may be a first or second tier appointment. The selection of Conflict Public Defender to the position of Conflict Public Defender shall require that the attorney meet the standards set forth by DIDS.
- C. "COURT" means the court that is presiding over the case (i.e. the justices court presides over misdemeanors and over felonies and gross misdemeanors prior to the completion of the preliminary hearing; the District Court presides over all felonies and gross misdemeanors after the "bind over" and all juvenile cases).
- D. "JUDGE" means the judge or justice of the court as defined above.
- E. "PRIVATE ATTORNEY" means an attorney appointed from a panel of attorneys that has contracts with Mineral County to provide services. The selection of a private attorney to the panel of Private Attorneys shall require that the attorney meet the standards set forth by DIDS.
- F. "PUBLIC DEFENDER" means the attorney contracted to serve as the public defender. The public defender should be the first appointed counsel on a criminal case unless there is a conflict or other

impediment to the appointment. The selection of the public defender shall require that the attorney meet the standards set forth by DIDS.

#### **IV. PROVISIONS OF REPRESENTATION**

- A. Mandatory: Representation shall be provided for any financially eligible person who:
1. Is charged with a felony or gross misdemeanor crime;
  2. Is charged with a misdemeanor that requires incarceration or which the prosecution is likely to seek incarceration in the Mineral County Law Enforcement Center;
  3. Is alleged to have committed a delinquent act;
  4. Is in custody as a material witness;
  5. Is entitled to appointment of counsel under the Sixth Amendment of the United States Constitution or any provision of the Nevada Constitution; and
  6. Nevada law requires appointment of counsel.
- B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:
1. Is charged with a misdemeanor and the Court determines that appointment is in the interests of justice;
  2. Is charged with civil contempt that may result in a loss of liberty; and
  3. Is a witness and there is reason to believe that the testimony given by the person may subject the person to criminal prosecution.
- C. When counsel shall be provided: Counsel shall be appointed at the first appearance after the Defendant has made an application for the services of counsel and has been properly screened for financial eligibility.
- D. Financial Eligibility Requirements
1. *Financial Eligibility:* Financial Eligibility: A person shall be deemed "indigent" who is unable, without substantial hardship to himself or his dependents, to obtain competent, qualified legal counsel

on his or her own. "Substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline. A defendant is presumed to have a substantial hardship if he or she is currently serving a sentence in a correctional institution or housed in a mental health facility or is a minor. Defendants not falling below the presumptive threshold will be subjected to a more rigorous screening process to determine if their particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a substantial hardship were they to seek to retain private counsel.

2. *Screening for Eligibility:* The Justice of the Peace shall conduct the screening for financial eligibility for the services of appointed counsel based upon the provisions set forth in subsection (1) above. This screening will occur at the as set forth in subsection 4 below. The Justice of the Peace shall provide oral notification to the defendant of the right to have counsel appointed. The Justice of the Peace shall discuss the right to have counsel appointed. The Justice of the Peace shall ensure that the defendant is provided with a financial affidavit for appointment of counsel that shall be signed. If the affidavit is not executed, the Justice of the Peace may canvas the defendant, take other appropriate action, and make a determination.
3. *Appointment of Counsel:* In making the determination to appoint counsel, the Justice of the Peace shall make appropriate findings as to why certain counsel is appointed, and shall be governed, as follows:
  - a. Unless a conflict exists, the Mineral County Public Defender shall be appointed;
  - b. If the Mineral County Public Defender determines there is a conflict or that there are two or more defendants charged with a crime due to a mutual course of conduct,

the Mineral County First Tier Conflict Public Defender shall be appointed;

- c. If the Mineral County Public Defender and the Mineral County First Tier Conflict Public Defender determines there is a conflict or that there are three or more defendants charged with a crime due to a mutual course of conduct, The Mineral County Second Tier Conflict Public Defender shall be appointed; and
- d. If the Mineral County Public Defender, the Mineral County First Tier Conflict Public Defender, and Mineral County Second Tier Conflict Public Defender determines there is a conflict or that there are four defendants charged with a crime due to a mutual course of conduct, the appointment shall be governed by section VII below.

4. *Time for Eligibility Determinations*

- a. In-Custody Defendants: Defendants will be provided an application for public defender and financial eligibility paperwork on booking in the Mineral County Jail. If an individual remains in a custodial status, the eligibility screening by the Justice of the Peace shall occur within 48 hours from the individual's arrest. If a defendant bails out of jail or is otherwise released before filling out the paperwork to request counsel, there is no requirement to make an eligibility determination.
- b. Out-Of-Custody Defendants: If an individual is discharged from custody prior to the 48 hours and/or the Defendant has not applied for counsel, the individual may apply to the Justices Court for counsel at the time of the first hearing.

5. *Appointment of Counsel in Juvenile Matters*: In Juvenile Delinquency matters filed with the court, the juvenile should be presumed to be indigent. The court may order the parents of the juvenile to reimburse the county for the reasonable attorney fees, whether Public Defender, contract, or appointed counsel (NRS 62E.300) based on the parent's ability to pay. The appointment

of counsel or conflict counsel in Juvenile Delinquency matters shall be handled in the same manner as set forth in Sections V through VIII.

- E. Appointment of Counsel: The judge shall determine if the defendant is eligible and make an appointment accordingly in accordance with NRS 171.188. The appointment of counsel or conflict counsel in shall be handled in the same manner as set forth in Sections V through VIII. If the judge determines that the defendant is not eligible, the judge shall deny appointment or may set the matter for a hearing to clarify any concerns that the judge has as to eligibility.
- F. NUMBER AND QUALIFICATIONS OF COUNSEL: The Justice of the Peace shall appointment as follows:
1. One attorney shall be recommended for appointment except in Capital Cases;
  2. Two attorneys shall be appointed in Open Murder cases which are reasonably believed to result in a Capital Case; and
  3. At least two attorneys should be appointed to represent a defendant charged in a Capital Case in accordance with Nevada Supreme Court Rule 250.
- G. First Appearance: The public defender shall provide representation to an unrepresented indigent defendant at the first appearance. If the public defender is not available for any reason then the conflict public defenders shall provide representation to an unrepresented indigent defendant at the first appearance. To avoid a potential conflict of interest, the attorney should provide, to the extent possible, representation that does not pertain to matters beyond the First Appearance. The counsel appearing with the Defendant at the First Appearance must be prepared to address appropriate conditions of release in accordance with relevant legal precedence. Courts should be circumspect about any delays caused by the determination of indigence of the defendant.

H. Vertical Representation: Other than having the public defender at the First Appearance, representation should be “vertical.”

## **V. APPOINTMENT OF PUBLIC DEFENDER**

### A. Appointment

The Public Defender shall be appointed to criminal cases.

### B. Determination Of Conflict Of Interest

The Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Public Defender to exist, such fact shall be brought to the attention of the court as soon as possible by a written motion. If the Court determines the Motion has merit, the Court shall then appoint the First Tier Conflict Public Defender. In no instance, shall the Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

### C. Complaints By Clients

The public defender will track complaints by clients and document the resolution of the complaints.

### D. Description Of Resources And Accommodations For Confidential Client Communications

The courthouse has the jury room and commissioner rooms that are available to any attorney who has an ongoing case and needs to meet with a client. The jail will allow visits between counsel and their clients in the meeting room in the jail and/or the jury room depending on availability. The Hawthorne Justice Court also provides meeting rooms for attorneys to meet with their clients. The County will identify further resources to provide for confidential spaces for attorneys to meet with their clients.

### E. Payment Of Public Defender

The Public Defender is compensated through the County’s accounts receivable process pursuant to the terms of its contract.

### F. Payment Of Expert and Investigative Fees

The Public Defender has a line item within the public defender budget for expert and investigative fees. The Public Defender may authorize expert or investigative fees up to \$2,500 per case and that expenditure follows the normal vouchering process for departments within county government. Expenditures above \$2,500 will be submitted to DIDS for authorization and the Mineral County Comptroller. DIDS will authorize or deny the expense.

G. Assignment Of Cases to Public Defender

Currently the Public Defender consists of one attorney. Assignment of all eligible clients would be to that attorney. If the Office has an increase in cases that merit the hiring of another attorney for the office, the Office shall develop procedures for assigning cases.

H. Selection Of Public Defender

The person who will fill the position of Public Defender shall be a qualified attorney selected by the County Commissioners. The County Commissioners shall consider relevant factors including experience, workload capacity, location, and the factors set forth in NAC 180, Sec. 22(3). The appointment may be for a term of years and may be renewed from time to time.

## **VI. APPOINTMENT OF FIRST TIER CONFLICT PUBLIC DEFENDER**

A. Appointment Of First Tier Conflict Public Defender

Upon determination by the Public Defender of a conflict or where two individuals are alleged to have acted in concert in a criminal action, the Conflict Public Defender shall be appointed.

B. Determination Of Conflict Of Interest

The First Tier Conflict Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the First Tier Conflict Public Defender to exist, such fact shall be brought to the attention of the court as soon as possible through a written motion. If the Court determines the Motion has merit and the Court will appoint the Second Tier Conflict Public Defender.

In no instance, shall the First Tier Conflict Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

C. Complaints By Clients

The First Tier Conflict Public Defender will track complaints by clients and document the resolution of the complaints.

D. Description Of Resources And Accommodations For Confidential Client Communications

The courthouse has the jury room and commissioner rooms that are available to any attorney who has an ongoing case and needs to meet with a client. The jail will allow visits between counsel and their clients in the meeting room in the jail and/or the jury room depending on availability. The Hawthorne Justice Court also provides meeting rooms for attorneys to meet with their clients. The County will identify further resources to provide for confidential spaces for attorneys to meet with their clients.

E. Payment Of Conflict Public Defender

The First Tier Conflict Public Defender is compensated at the statutory rate. The First Tier Conflict Public Defender will submit the request for reimbursement on a monthly basis to DIDS. Such invoices shall be submitted with appropriate backup within a reasonable amount of time. DIDS shall submit all approved invoices to the Mineral County Comptroller.

F. Payment Of Expert and Investigative Fees

The First Tier Conflict Public Defender has a line item within the public defender budget for expert and investigative fees. The First Tier Conflict Public Defender may authorize expert or investigative fees up to \$2,500 per case and that expenditure follows the normal vouchering process for departments within county government. Expenditures above \$2,500 will be submitted to DIDS for authorization and the Mineral County Comptroller. DIDS will authorize or deny the expense.

G. Assignment Of Cases Within First Tier Office Of Conflict Public Defender

Currently the Office of First Tier Conflict Public Defender has one attorney. Assignment would be to that attorney. If the Office has an increase in

cases that merit the hiring of another attorney for the office or a new Conflict Public Defender is employed, the Office shall develop written procedures for assigning cases.

#### H. Selection Of First Tier Conflict Public Defender

The person who will fill the position of Public Defender be a qualified attorney selected by the County Commissioners. The County Commissioners shall consider relevant factors including experience, workload capacity, location, and the factors set forth in NAC 180, Sec. 22(3). The appointment may be for a term of years and may be renewed from time to time.

## **VII. APPOINTMENT OF SECOND TIER CONFLICT PUBLIC DEFENDER**

#### A. Appointment Of Second Tier Conflict Public Defender

Upon determination by the Public Defender and First Tier Public Defender of a conflict or where two individuals are alleged to have acted in concert in a criminal action, the Second Tier Conflict Public Defender shall be appointed.

#### B. Determination Of Conflict Of Interest

The Second Tier Conflict Public Defender shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Second Tier Conflict Public Defender to exist, such fact shall be brought to the attention of the court as soon as possible by filing a written Motion. If the Court determines the Motion has merit, the Court shall notify DIDS who will select a Panel Attorney for the Court to appoint. In no instance, shall the Second Tier Conflict Public Defender be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

#### C. Complaints By Clients

The Second Tier Conflict Public Defender will track complaints by clients and document the resolution of the complaints.

D. Description Of Resources And Accommodations For Confidential Client Communications

The courthouse has the jury room and commissioner rooms that are available to any attorney who has an ongoing case and needs to meet with a client. The jail will allow visits between counsel and their clients in the meeting room in the jail and/or the jury room depending on availability. The Hawthorne Justice Court also provides meeting rooms for attorneys to meet with their clients. The County will identify further resources to provide for confidential spaces for attorneys to meet with their clients.

E. Payment Of Second Tier Conflict Public Defender

The Second Tier Conflict Public Defender is compensated at the statutory rate. The Second Tier Conflict Public Defender will submit the request for reimbursement on a monthly basis to DIDS. Such invoices shall be submitted with appropriate backup within a reasonable amount of time. DIDS shall submit all approved invoices to the Mineral County Comptroller.

F. Payment Of Expert and Investigative Fees

The Second Tier Conflict Public Defender has a line item within the public defender budget for expert and investigative fees. The Second Tier Conflict Public Defender may authorize expert or investigative fees up to \$2,500 per case and that expenditure follows the normal vouchering process for departments within county government. Expenditures above \$2,500 will be submitted to DIDS for authorization and the Mineral County Comptroller. DIDS will authorize or deny the expense.

G. Assignment Of Cases Within Office Of Second Tier Conflict Public Defender

Currently the Office of Conflict Public Defender has one attorney. Assignment would be to that attorney. If the Office has an increase in cases that merit the hiring of another attorney for the office or a new Second Tier Conflict Public Defender is employed, the Office shall develop written procedures for assigning cases.

H. Selection Of Second Tier Conflict Public Defender

The person who will fill the position of Public Defender be a qualified attorney selected by the County Commissioners. The County

Commissioners shall consider relevant factors including experience, workload capacity, location, and the factors set forth in NAC 180, Sec. 22(3). The appointment may be for a term of years and may be renewed from time to time.

## **VIII. APPOINTMENT OF PANEL ATTORNEYS**

### **A. Appointment of Counsel**

A panel attorney shall be appointed when the Public Defender, the First Tier Conflict Public Defender, and the Second Tier Conflict Public Defender are conflicted off a case or there are multiple defendants requiring the appointment of a panel attorney.

### **B. Determination Of Conflict Of Interest**

The Panel Attorney assigned and appointed to a case shall, as soon as practicable, upon appointment, conduct a conflict check to determine whether any conflict of interest exists which would prevent representation of the defendant. If such a conflict is determined by the Panel Attorney to exist, such fact shall be brought to the attention of the court as soon as possible through a written motion. If the Court determines the Motion has merit, the Court shall notify DIDS who will select a Panel Attorney for the Court to appoint. In no instance, shall a Panel Attorney be appointed to represent co-defendants in a case unless such appointment comports with the Rules of Professional Conduct (RPC 1.7).

### **C. Complaints By Clients**

The panel attorney will track all complaints by clients regarding the panel attorney's representation and document the resolution of each complaint.

### **D. Description Of Resources And Accommodations For Confidential Client Communications**

The courthouse has the jury room and commissioner rooms that are available to any attorney who has an ongoing case and needs to meet with a client. The jail will allow visits between counsel and their clients in the meeting room in the jail and/or the jury room depending on availability. The Hawthorne Justice Court also provides meeting rooms for attorneys to meet with their clients. The County will identify further resources to provide for confidential spaces for attorneys to meet with their clients.

E. Payment Of Panel Attorney

The panel attorney is compensated at the statutory rate through the County's standard vouchering process. The Attorney will submit the request for reimbursement on a monthly basis to DIDS. Such invoices shall be submitted with appropriate backup within a reasonable amount of time. DIDS shall submit all approved invoices to the Mineral County Comptroller.

F. Payment Of Expert and Investigative Fees

The panel attorney has a line item within the public defender budget for expert and investigative fees. The panel attorney may authorize expert or investigative fees up to \$2,500 per case and that expenditure follows the normal vouchering process for departments within county government. Expenditures above \$2,500 will be submitted to DIDS for authorization and the Mineral County Comptroller. DIDS will authorize or deny the expense.

G. Assignment Of Cases Within Office of Panel Attorney

If the panel attorney has more than one attorney, the Office shall develop written procedures for assigning cases.

H. Selection Of Panel Attorneys

The person who will fill the position of Panel Attorney for a specific case shall be selected by DIDS and appointed by the Court.

**IX. TRAINING AND MENTORING**

- A. Mentoring Programs: If an attorney wishes to become qualified for one of the categories of cases, the attorney shall contact DIDS for suggestions as to possible mentors for the attorney.
- B. Annual Training: The attorneys working as indigent defense counsel shall receive the recommended amount of indigent defense training by DIDS. Such training shall be tracked by DIDS.

**X. DUTIES OF INDIGENT DEFENSE COUNSEL**

A. Standards Of Performance

Services rendered to an indigent defendant by appointed counsel shall be commensurate with those rendered if were counsel employed privately.

Representation shall be provided in a professional skilled manner in accordance with Strickland. Attorneys are required to comply with the Rules of Professional Conduct. To the extent governed by a statute, Attorneys must conform their conduct to the requirements of the statute. An attorney should follow appropriate regulations and ADKT 411's performance standards to the extent that the standards do not conflict with the aforementioned provisions. An attorney should refrain from recommending that a client waive a substantial right unless the attorney believes that the client's interests are served by the waiver. Attorneys should make efforts to meet with a client within seven (7) days after appointment to a case and should make efforts to meet with the client at a minimum every thirty (30) days thereafter unless there are no significant updates in the client's matter. The meeting can be in person or through other telephonic/audio means.

B. Continuity In Representation:

The system designed in Mineral County is currently premised on continuity of representation by a single attorney at all stages of the representation.

C. Workload Standards:

The County recognizes that DIDS is studying the caseload standards in the rural counties. In the absence of hard numbers, the Court encourages and requires that appointed counsel ensure that they have sufficient time to give to each client the time and effort necessary to ensure effective representation. Any attorney shall decline representation of a client if the attorney believes the attorney's caseload would interfere with the attorney's competence, diligence and/or representation of the client. The County finds and determines that current caseloads for the Public Defender and Conflict Public Defender are not excessive as set forth above. Furthermore, the Mineral County Conflict Public Defender has a small caseload. Furthermore, the caseload placed upon Panel Attorneys by the appointments in Mineral County should not in and of itself cause an attorney to violate any portion of this rule. This section cannot be used as a basis to allege a claim for ineffective assistance of counsel.

D. No Receipt Of Other Payment:

Appointed counsel shall not request, require or accept any payment or promise to pay or any other valuable consideration for representation under the appointment unless such payment is approved by order of the Court.

E. Private Practice Of Law:

Unless otherwise prohibited by law, private practice of law is expected.

F. Use Of Client Surveys:

At the conclusion of representation, counsel may provide the client with a copy of the client survey authorized by BIDS. The client will be provided the address of DIDS and encouraged to send the survey to DIDS or the attorney may assist with the survey being sent.

G. Reporting

Appointed counsel shall keep records in accordance with the section XII Records of this Plan.

## **XI. BAIL HEARINGS**

The Justice of the Peace shall make arrangements to include counsel at the first appearance for purposes of bail determinations. Counsel will be required to clear calendars to appear before the Justice of the Peace. Weekend Appearances may be required. The bail hearing aspect of the First Appearance may be held telephonically to allow counsel to appear.

## **XII. RECORDS**

Providers of indigent services shall maintain data through the data collection and case management services provided by the Department at State expense for caseload and time reporting. Costs for keeping such records shall also be kept by the providers to seek reimbursement from the State. Such reporting shall be kept in accordance with the Regulations the DIDS.

## **XIII. POINT OF CONTACT**

The point of contact for this plan shall be the Clerk of the Board of Mineral County Commissioners.

#### **XIV. GOALS AND HOPES**

Although the County has a current system that meets the goals and hopes of the Plan, the Plan is being adopted. The following will be the goals for the Plan:

1. The County’s Plan for the provision of indigent defense services ensures that an indigent defense attorney has the resources to conduct an independent investigation and retain an investigator if one is needed, and, if needed, request the assistance of experts to assist with preparation of a defense;
2. The County has created in its annual budget a line item the public defender and the Conflict public defenders/panel attorneys; and
3. The County has created a budget for investigators and experts for the public defender and appointed counsel. Expenditures shall be handled in accordance with the provisions of this Plan.

#### **XV. EFFECTIVE DATE**

This plan shall be effective on July 1, 2022. The County shall review the plan annually and the annual plan shall be submitted by May 1 of each year.

#### **XVI. COSTS**

The projected costs for Indigent Defense in Mineral County for FY23:

Public Defender Contract	117,000
1st Alternate PD Hrly Est	30,000
2d Alternate PD Hrly Est	5,000
Experts/Investigators*	30,000
	<b>182,000</b>

## Attachment 1.I



**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**            **Start Date:** 7/1/2022            **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	750000
Budgeted Appointed Attorneys	\$	80000
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	830000

Counsel Administrator / DIDS designee	\$	75000
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	25000
Experts	\$	25000
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
Total	\$	955000

**3c. Remarks/Notes on Budget:**

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

N/A

5. The Department will use information provided in this section to build our budget for FY24 and FY25. **In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25.** Attach supporting documentation as needed.

Nye County will need to increase the number of public defender contracts from 5 to 6 due to the increasing case load. Contracts are currently \$150k each. Nye County is also planning on adding a program administrator estimated at \$75k. Nye County will be making improvements to the meeting rooms for attorneys to meet with their clients. Nye County currently does not have funding for these items.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes X No \_\_\_\_\_

7. **Question only for counties with a population of less than 100,000:** Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes \_\_\_\_\_ No X
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes X No \_\_\_\_\_
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes X No \_\_\_\_\_
- d. would you like an estimate for any of the representation above? Yes \_\_\_\_\_ No X

*Lorina Dellinger*

Authorizing Signature

4-Jun-22

Date

[ldellinger@co.nye.nv.us](mailto:ldellinger@co.nye.nv.us)

Assistant County Manager

Email

(775) 482-7319

Position

Phone



# **Nye County**

## **Plan for the Provision of Indigent Defense Services**



## Nye County Plan for the Provision of Indigent Defense Services

### Document and Contact Information

<b>Guidelines Manager:</b>	Lorina Dellinger, Assistant County Manager (775) 482-8191 / (775) 751-7075 <a href="mailto:ldellinger@co.nye.nv.us">ldellinger@co.nye.nv.us</a>
<b>File Name:</b>	Nye County Plan for the Provision of Indigent Defense
<b>To obtain this document or to make inquiries:</b>	Tonopah Administration Office (775) 482-8191 <a href="mailto:ldellinger@co.nye.nv.us">ldellinger@co.nye.nv.us</a>  Pahrump Administration Office (775) 751-7075 <a href="mailto:ldellinger@co.nye.nv.us">ldellinger@co.nye.nv.us</a>
<b>Requirements for Document acceptance and changes:</b>	Acceptance of, and changes to this document must be reviewed and approved by the Nye County Assistant County Manager and subsequently the Nye County Board of County Commissioners (BOCC).

### History of Revision

Date	Version	Comments
August 17, 2021	1-2021	Approved and accepted by BOCC
May 26, 2022	2-2022	Approved and accepted by BOCC



## 1. STATEMENT OF POLICY

### A. Objectives

- i. The objective of this Plan is to attain the ideal of equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of appointed counsel, will not be deprived, because they are financially unable to pay for adequate representation, of any element of representation necessary to an adequate defense.
- ii. The further objective of this Plan is to implement the requirements set forth in the Order entered by the Supreme Court of Nevada on January 4, 2008 in ADKT 411: "In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases."

## 2. DEFINITIONS

- A. "Appointed Attorney" includes private attorneys, both contracted and hourly.
- B. "Appointed Counsel Program Coordinator" performs such duties and responsibilities as assigned by the Assistant County Manager as are reasonably necessary to oversee the program including assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. This position will work in coordination with the Department of Indigent Defense Services to ensure requested data is provided to the Department.
- C. "Representation" includes counsel and investigative, expert and other services.

## 3. PROVISIONS OF REPRESENTATION

- A. Mandatory: Nye County shall provide representation for any financially eligible person who:
  - i. is charged with a felony or gross misdemeanor;
  - ii. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;
  - iii. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;



- iv. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;
  - v. is in custody as a material witness;
  - vi. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;
  - vii. faces loss of liberty in a case and Nevada law requires the appointment of counsel;
  - viii. faces loss of liberty for criminal contempt;
  - ix. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.
- B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:
- i. is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;
  - ii. has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;
  - iii. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.
- C. Timing of Appointment of Counsel: Counsel shall be provided to eligible persons:
- i. within 72 hours;
  - ii. at their first appearance before a judge;
  - iii. when they are formally charged or notified of charges if formal charges are sealed; or
  - iv. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate.
- D. Number and Qualifications of Appointed Counsel:



- i. one attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;
- ii. two attorneys shall be appointed consistent with Section 4 and 5 herein, as soon as possible in all open murder cases which are reasonably believed to result in a Capital Case;
- iii. at least one of the two attorneys appointed to represent defendants charged in Capital Cases must meet the minimum standard for lead counsel pursuant to Nevada Supreme Court Rule 250 and both attorneys appointed must conform to the performance guidelines or standards as adopted by the Nevada Supreme Court for Capital Cases.

E. Eligibility for Appointed Representation:

- i. Financial Eligibility:
  - a. a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;
  - b. "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;
  - c. a defendant is presumed to have a "substantial hardship" if he or she is currently serving a sentence in a correctional institution or housed in a mental health facility or is a minor;
  - d. defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if his or her particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.
- ii. Screening for Eligibility: Appointed Counsel Program Coordinator, or Court Administration when applicable, shall conduct screening no later than 48 hours after arrest for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of appointed counsel based upon the provisions set forth above. Appointed Counsel may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility. After screening and upon



a judge or master finding that a defendant is eligible for appointed counsel in accordance with subsection 3 of NRS 171.188, counsel will be appointed promptly. The matter will be referred to the Appointed Counsel Program Coordinator for selection of appointed counsel.

- iii. Automatic Eligibility: A minor alleged to have committed a crime, an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for appointed counsel because the presumption of indigency always accompanies any charges filed against a minor.

#### **4. APPOINTMENT OF PRIVATE ATTORNEYS**

##### **A. System of Selection for Court Appointed Counsel Attorneys**

- i. Annually, Nye County will recruit attorneys to provide indigent defense services on a contract basis.
- ii. Recruitment will take place during the spring of each year, with annual contracts beginning July 1<sup>st</sup> of each fiscal year.
- iii. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest for consideration.
- iv. Attorneys will be responsible for the performance of all the obligations under contract in conformance with the Nevada State Bar Association Rules of Professional Conduct, the ABA Model Rules of Professional Conduct and must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services pertaining to training, education, and qualifications by submitting an application to the Department of Indigent Defense Services.
- v. The Appointed Counsel Program Coordinator shall establish an Appointed Counsel Selection Committee to review the qualifications of applicants for contract or hourly appointments, to review the list of attorneys from which appointments are made in hourly cases, to determine which attorneys shall be recommended for appointments.
- vi. The Committee shall be made up of five (5) members who:
  - a. have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;
  - b. have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;



- c. are not directly related to the judiciary or any prosecution function; and
  - d. have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the Committee.
- vii. On an ongoing basis, the Committee shall:
- a. meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile and family law where appointed counsel are utilized;
  - b. review any complaints from clients;
  - c. review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments; and
  - d. determine eligibility and recommendation of appointed counsel for new and continued participation.
- viii. While appointed counsel may receive assistance from associate attorneys, participants in a mentorship program, or other attorneys deemed qualified by the Committee, in carrying out his/her responsibilities, appointed counsel cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the Committee.
- ix. Complaints from clients, judges or the public about representation by appointed counsel shall be transmitted to the Appointed Counsel Program Coordinator for consideration by the Committee in evaluation of appointed counsel.

#### B. Contract Attorneys

- i. Nye County shall contract for appointment of counsel;
- ii. Nye County contract attorney compensation may be based on an hourly basis, a modified flat fee basis, or a combination of both.

If the contract is based on a flat fee basis, the contract should consider, but not be limited to, the following factors:

- a. the average overhead for criminal defense practitioners in the locality;
- b. the number of assignments expected under the contract;



- c. the hourly rate paid for all appointed counsel; and
  - d. the ability of the appointed attorney to comply with the Performance Standards for Appointed Counsel as adopted and amended by the Nevada Supreme Court.
- iii. Nye County shall contract with attorneys as appointed counsel only after the attorney has been qualified to enter into such a contract by the Committee; and
- iv. the contract must be subject to termination annually or sooner, if determined by the Committee that a contract attorney is not abiding by the standard guidelines for qualification of appointed counsel; and
- v. the payment of fees and expenses of contracted appointed counsel by Nye County shall be governed by contract between counsel and Nye County.
- vi. the contract shall exclude appointment in cases with the potential of a life sentence and capital cases.
- C. Hourly and Capital Case Attorneys:
- i. Appointed counsel will be selected by the Appointed Counsel Program Coordinator as follows:
    - a. the Appointed Counsel Program Coordinator shall select the appointed counsel, in consecutive order, from the Appointed Contract Counsel list, except
    - b. if the nature of the case requires lead counsel be selected from the Capital Case list, the Appointed Counsel Program Coordinator, in consecutive order, shall select from the Capital Case list;
    - c. the Appointed Counsel Program Coordinator shall select Second Chair counsel for a capital case: counsel may be selected next in order from the Appointed Contract Counsel list, if the attorney qualifies under Supreme Court Rule 250 for second chair selection, or the Capital Case list.
  - ii. The payment of fees and expenses of Hourly and Capital Case appointed attorneys shall be approved by the Appointed Counsel Program Coordinator.
    - a. Such invoices shall be submitted on the Requests for Attorneys Fees form attached hereto as Appendix B, with appropriate backup, no later than



ten (10) days after the end of the month in which the services were rendered. The backup shall contain time entries rounded to the nearest one-tenth (1/10<sup>th</sup>) of an hour, describing with specificity the work performed and identifying the attorney who performed it.<sup>1</sup>

- b. The Coordinator shall approve for payment all reasonable attorney's fees reflected on the Requests for Attorneys' Fees and backup. In reviewing for reasonableness, the Coordinator may consider factors such as: (i) average case times as determined by workload analysis; (ii) time and skill required; (iii) complexity of the case; and (iv) experience and ability of the Qualified Attorney(s). The Coordinator may request additional information or explanation where necessary. In the event the Coordinator denies or modifies a Request for Attorneys' Fees, it shall provide an explanation to the Qualified Attorney, with a copy to the Nye County Manager and the Department, as to why the denied portion was not reasonable. Such denials shall be subject to judicial review pursuant to NRS 7.135.
- c. Payment for all approved attorneys' fees shall be issued by the Nye County Comptroller's Office. The Coordinator shall notify the Comptroller's Office of all approved Requests for Attorneys' Fees, attaching a copy of the invoice and backup. The Comptroller's Office shall issue payment within ten (10) days of receipt.
- iii. If contract counsel cannot handle the case; or the Appointed Counsel Program Coordinator determines the case is not appropriate for contract counsel to handle, alternative counsel will be selected by the Appointed Counsel Program Coordinator as follows:
  - a. the Appointed Counsel Program Coordinator shall select the alternative appointed counsel, in consecutive order, from the hourly list, except
  - b. if the nature of the case requires lead counsel be selected from the Capital Case list, the Appointed Counsel Program Coordinator, in consecutive order, shall select from the Capital Case list;

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<sup>1</sup> For invoicing purposes, Qualified Attorneys are encouraged to use LegalServer for invoice backup. An example of a time slip generated through LegalServer with sufficient detail is included with Appendix B. If a Qualified Attorney does not wish to use LegalServer, the Qualified Attorney may submit an alternative form of backup provided it contains a breakdown of services rendered in comparable detail.





Coordinator by email at ZZZZZZZ@ZZZZZ.com. The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services.

2. Reasonableness Review: All Case-Related Expenses, whether or not they are subject to pre-authorization, are subject to the Coordinator's review for reasonableness. Invoices for Case-Related Expenses shall be submitted to the Department for such review no later than thirty (30) days following the termination of the representation. Any requests for expenses not timely submitted shall be waived. The Coordinator shall approve all reasonable and necessary Case-Related Expenses, and shall notify the Nye County Comptroller's Office of all approved expenses and provide a copy of the invoice.
3. Payment: The Nye County Comptroller's Office shall issue payment for all approved Case-Related Expenses within ten (10) days of receipt of notice of the Coordinator's approval and a copy of the invoice.

F. Privileged Communications:

County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and appointed counsel.

- i. Within the Ian Deutch Government Complex in Pahrump, the Ante Room which is a room off the vestibule to the courtroom, is reserved for meetings between counsel and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
- ii. Within the William P. Beko Government Complex in Tonopah, the Administration Conference Room which is in the Administration Office, is reserved for meetings between counsel and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
- iii. Within the Beatty Courthouse in Beatty, the \_\_\_\_\_ Room, which is a \_\_\_\_\_, is reserved for meetings between counsel and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

G. Complaints by Clients:



Appointed Counsel shall maintain a system for receipt and review of written complaints made by clients. Appointed Counsel shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by the Department of Indigent Defense Services (DIDS) or Nevada State Bar.

## 5. TRAINING

Appointed Counsel must meet all requirements for training and experience as promulgated in the Nevada Department of Indigent Defense Services regulations.

## 6. DUTIES OF INDIGENT DEFENSE COUNSEL

- A. Standards of Performance. Services rendered by Appointed Counsel shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Counsel must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Counsel must make all reasonable efforts to meet with the client within 72 hours, at client's first appearance before a judge, within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.
- B. Continuity of Representation: Nye County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Counsel represents a defendant through every stage of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant may be delegated.
- C. Workload Standard: The workload of an Appointed Counsel must allow the Appointed Counsel to give each client the time and effort necessary to ensure effective representation. Any Appointed Counsel who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Counsel's competence, diligence, or representation of clients. Nye County will also provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.



- D. **In Custody Arraignments:** The Appointed Counsel Program Coordinator shall provide Representational Services for all Eligible Clients who are in custody and require a bail hearing. The coordinator or other attorney must be present at initial appearances and arraignments and be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and caselaw. The Coordinator should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of a defendant. This plan ensures the presence of counsel at all other critical stages, whether in or out of court.
- E. **No Receipt of Other Payment:** Appointed counsel may not require, request, or accept any payment or promise of payment or any other valuable consideration for representation under the appointment unless such payment is approved by order of the court.
- F. **Private Practice of Law:** Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to the contract.
- G. **Use of Client Surveys:** Appointed Counsel shall maintain a system for providing Client Surveys to their clients. Appointed Counsel shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by the Department of Indigent Defense Services (DIDS).
- H. **Caseload Reporting:** Appointed Counsel shall report caseload data and time as promulgated in the Nevada Department of Indigent Defense Services regulations.

## **7. APPOINTED COUNSEL PROGRAM COORDINATOR**

### **A. Selection:**

Nye County will contract with a lawyer to serve as the Appointed Counsel Program Coordinator. The terms of this contract will be determined by this plan, Nye County, and the Appointed Counsel Program Coordinator, but in no event will this Appointed Counsel Program Coordinator be directly involved in direct representation in appointed counsel cases.



**B. Duties:**

- i. The Appointed Counsel Program Coordinator shall have all the duties and responsibilities stated in the various sections of this plan.
- ii. The Appointed Counsel Program Coordinator shall maintain the list of all attorneys approved by the Committee for contract, hourly, and capital case appointment. In addition, the Appointed Counsel Program Coordinator shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.
- iii. When notified of the need for representation, the Appointed Counsel Program Coordinator, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the Committee in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Appointed Counsel Program Coordinator shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority—i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client’s charges are pending.
- iv. The Appointed Counsel Program Coordinator shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of appointed counsel’s representation or, if appropriate, periodically during appointed counsel’s representation, as specifically discussed herein.
- v. The Appointed Counsel Program Coordinator will work with the Department of Indigent Defense Services to provide any information requested.

**8. EFFECTIVE DATE**

The Nye County Plan for the Provision of Indigent Defense Services is approved on this the 17<sup>th</sup> day of August, 2021 and is effective on the 1<sup>st</sup> day of September 2021.

## Attachment 1.J

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report DUE BY MAY 1**

**1. Name and Address of Individual Completing Report:**

Name: Elanie Eldridge  
 Address: 297 Nevada Northern Rail Way Suite 1 Ely, NV 89301  
 County: White Pine

**2. Total Spent on Indigent Defense Services for FY21**

**2a. Report Period:** Total Spent on Indigent Defense Services FY21  
**Start Date:** 7/1/2020 **End Date:** 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	0
Total	\$	0

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	0
Contract Position Costs	\$	469800
Appointed Attorneys	\$	73612
Total Attorney Costs (Sum of Salaried and Contract)	\$	543412

Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	18240
Experts	\$	69588
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0

Total	\$	631240
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**2c. Remarks/Notes on FY21 Reporting:**

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**            **Start Date:** 7/1/2022            **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	0
Budgeted Contract Position Costs	\$	553290
Budgeted Appointed Attorneys	\$	35000
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>588290</b>

Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	0
Experts	\$	55000
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0

Total    \$            643290

**3c. Remarks/Notes on Budget:**

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county. 2%

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

## ARTICLE 9 – PAY SCALE/GENERAL TERMS

### A. PAY GRADES

Each job classification shall be assigned to a pay grade on the salary table that shall apply to employees in the classification.

### B. STEPS

Each employee whose performance has been at least satisfactory on the employee's most recent performance review shall receive a "step" increase effective July 1 of each year. An employee's review shall be performed in the sixty (60) days prior to the employee's scheduled step increase and if no review has been received during that sixty (60) day period, the employee shall be believed to have met a satisfactory performance level. The employee must have completed at least six (6) months of full-time employment since his/her most recent date of hire to be considered for the initial step increase. The employee must complete the equivalent of one full year of full-time employment to receive each subsequent step increase. An employee paid at step eight (8) of the salary grade for his/her job classification shall not be eligible for additional step increases. Overall adjustments to the salary table shall be as follows:

1. Effective July 1, 2021, 3.0% increase (see appendix B)
2. Effective July 1, 2022, 2.0 % increase (see appendix B)
3. Effective July 1, 2023, 2.0 % increase (see appendix B)

All calculations are based on Grade 101 Step 1.

### C. ASBESTOS DIFFERENTIAL

Maintenance workers assigned to asbestos removal work requiring specialized training and certification shall be paid a five percent (5.0%) differential for each hour spent performing such tasks.

### D. JURY COMMISSIONER STIPEND

The Deputy County Clerk who is designated as Jury Commissioner by the judges of the District Court shall be paid \$1,000.00 per year. The stipend shall be prorated and paid on an hourly basis and shall be included in each paycheck.

4-

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

Attached is the tentative budget for FY 2023, at this time we are exploring different options to the contact PD method that we are currently utilizing

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes\_x\_\_\_ No\_\_\_

7. Question only for counties with a population of less than 100,000 : Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes\_x\_\_\_ No\_\_\_
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes\_x\_\_\_ No\_\_\_
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes\_x\_\_\_ No\_\_\_
- d. would you like an estimate for any of the representation above? Yes\_x\_\_\_ No\_\_\_

  
\_\_\_\_\_  
Authorizing Signature

Chief Deputy Finance Director

Position

4/29/2022

\_\_\_\_\_  
Date  
eldridge@whitepinecountynv.gov

Email

775 293 6531

Phone

**Budget Worksheet**

For Fiscal: 2021-2022 Period Ending: 04/30/2022

Defined Budgets

	2019-2020	2020-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	BOCC PRELIM
<u>001-112-52006-000</u>	15,000.00	7,293.93	6,500.00	5,423.48	9,755.00	2,912.75	8,000.00
<u>001-112-52009-000</u>	9,000.00	8,813.41	9,740.00	9,044.10	8,353.00	8,293.95	10,000.00
<u>001-112-52010-000</u>	500.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>001-112-52014-410</u>	2,500.00	2,197.48	2,500.00	2,356.34	2,500.00	2,160.44	2,500.00
<u>001-112-52143-000</u>	500.00	163.32	0.00	0.00	0.00	0.00	0.00
<u>001-112-52301-000</u>	76,000.00	47,110.93	50,000.00	46,838.00	80,000.00	64,572.41	70,000.00
<u>001-112-52302-000</u>	4,100.00	3,615.40	4,100.00	3,636.81	4,100.00	2,188.36	4,200.00
<u>001-112-52306-000</u>	68,000.00	67,445.58	98,400.00	98,411.66	136,500.00	59,088.15	75,000.00
<u>001-112-52423-000</u>	7,000.00	6,738.55	9,000.00	8,289.43	10,000.00	7,211.62	7,000.00
<u>001-112-52423-108</u>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>001-112-52803-000</u>	226,681.00	226,336.85	240,571.00	234,815.78	254,119.00	254,118.31	280,000.00
<u>001-112-52805-000</u>	10,000.00	9,817.94	8,300.00	2,767.98	4,600.00	2,525.85	8,600.00
<u>001-112-52807-000</u>	6,000.00	3,323.13	7,000.00	3,817.38	65,548.00	1,000.00	65,000.00
<u>001-112-52918-000</u>	59,365.00	58,175.00	61,740.00	61,665.00	61,440.00	61,140.00	65,500.00
<u>001-112-53101-000</u>	34,000.00	34,000.00	0.00	0.00	0.00	3,000.00	225,000.00
<b>Expense Total:</b>	<b>643,646.00</b>	<b>565,520.12</b>	<b>580,851.00</b>	<b>534,114.30</b>	<b>713,415.00</b>	<b>526,370.25</b>	<b>906,550.00</b>
<b>Department: 112 - COUNTYWIDE EXPENSES Total:</b>	<b>643,646.00</b>	<b>565,520.12</b>	<b>580,851.00</b>	<b>534,114.30</b>	<b>713,415.00</b>	<b>526,370.25</b>	<b>906,550.00</b>
<b>Department: 201 - PUBLIC DEFENDER</b>							
<b>Expense</b>							
<u>001-201-52701-000</u>	0.00	0.00	0.00	0.00	594,800.00	544,641.50	553,290.00
<u>001-201-52707-000</u>	0.00	0.00	0.00	0.00	10,000.00	150.00	0.00
<u>001-201-52708-000</u>	0.00	0.00	0.00	0.00	45,000.00	26,198.75	55,000.00
<u>001-201-52709-000</u>	0.00	0.00	0.00	0.00	30,000.00	20,324.63	35,000.00
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>679,800.00</b>	<b>591,314.88</b>	<b>643,290.00</b>
<b>Department: 201 - PUBLIC DEFENDER Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>679,800.00</b>	<b>591,314.88</b>	<b>643,290.00</b>
<b>Department: 202 - DISTRICT ATTORNEY</b>							
<b>Expense</b>							
<u>001-202-51101-000</u>	614,246.00	611,020.92	614,425.00	590,535.87	600,890.00	481,637.14	613,318.00
<u>001-202-51102-000</u>	200.00	183.34	200.00	39.93	200.00	0.00	200.00
<u>001-202-51201-000</u>	142,524.00	142,284.52	143,217.00	128,744.16	147,815.00	118,557.15	149,976.00
<u>001-202-51202-000</u>	71,188.00	71,046.73	74,697.00	68,400.95	75,697.00	62,365.13	79,324.00
<u>001-202-51203-000</u>	11,310.00	10,827.95	10,640.00	10,288.12	12,302.00	11,741.96	12,302.00

## Attachment 1.K

Nevada Department of Indigent Defense Services  
Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name: Sheri Russell  
Address: 201 N. Carson Street, Carson City, NV 89701  
County: Carson City

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	31,269
Total	\$	31,269

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	-
Contract Position Costs	\$	1,528,585
Appointed Attorneys	\$	8,780
Total Attorney Costs (Sum of Salaried and Contract)	\$	1,537,365
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	-
Investigators	\$	31,357
Experts	\$	40,050
Social Workers	\$	-
Travel	\$	-
Training	\$	-
Supplies	\$	-
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total	\$	1,608,772

2c. Remarks/Notes on FY21 Reporting:

CONTRACT POSITION COSTS: Total City expenses paid to Nevada Public Defenders Office in FY 2021 was \$1,216,000.75 and total paid to conflict counsel was \$376,275.75, a total of \$1,592,276.50. In FY 2021 information was not tracked for time spent between Civil Cases and Indigent Cases, now that we have some data in FY 2022, it appears Civil is approximately 4% of total cost. Therefore above, Carson City included 96% of the actual costs of our NVPD Contract and Conflict Counsel fees paid, or \$1,528,585.44.

3. Estimated Cost to Carry Out Plan for Next Fiscal Year

3a. Budget Report Period: Start Date: 7/1/2022 End Date: 6/30/2023

3b. BUDGET for Plan

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	-
Budgeted Contract Position Costs	\$	1,669,287

Budgeted Appointed Attorneys	\$	104,000
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	1,773,287
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	-
Investigators	\$	51,850
Experts	\$	42,500
Social Workers	\$	-
Travel	\$	-
Training	\$	-
Supplies	\$	-
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total	\$	1,867,637

**3c. Remarks/Notes on Budget:**

CONTRACT POSITION COSTS: Total FY 2023 budget for Nevada Public Defenders Office is \$1,259,723 and total budget for conflict counsel is \$479,118, a total of \$1,738,841. Contractors started tracking time between Civil Cases and Indigent Cases during FY22, therefore, the City has limited data, but it appears Civil is approximately 4% of total cost. Therefore, Carson City is estimating 96% of the budgeted costs of our NVPD Contract and Conflict Counsel fees paid, or \$1,669,287.36

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation. Our Current Alternative Sentencing Bargaining unit has zero COLA and only receive a merit based on performance; however, most employees "Carson City Employee Association and Unclassified Employees" receive a 2% COLA. Please see all our bargaining agreements at: <https://www.carson.org/government/departments-g-z/human-resources/employee-associations-contracts>

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed. Increase in expenses will depend on the additional information being requested by DIDS. The City's Conflict Counsel increased fees due to DIDS rules and increased tracking requirements and staffing by 22.9% over the last two years. For years the City paid \$390,000 for three Conflict Counsel Attorney's, \$130,000 each. In FY22, they requested an increase of \$55,768 due to additional tracking, and we later had a meeting that this wasn't covering the costs of the additional regulations imposed, and for FY23 they requested an additional increase in expenses of \$33,350. The City expects increases in costs to keep up with inflation, but additional dollars should be added, if further information is required or additional regulations are established by DIDS.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes  No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

a. all representation responsibilities (No additional Services) Yes  No

b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a))

Yes \_\_\_\_\_

No X \_\_\_\_\_

c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))

Yes \_\_\_\_\_

No X \_\_\_\_\_

d. would you like an estimate for any of the representation above?

Yes \_\_\_\_\_

No X \_\_\_\_\_

  
\_\_\_\_\_  
Authorizing Signature

4/28/2022  
\_\_\_\_\_  
Date

CFO  
\_\_\_\_\_  
Position

SRussell@Carson.org  
\_\_\_\_\_  
Email

775-283-7222  
\_\_\_\_\_  
Phone

## Attachment 1.L

**Nevada Department of Indigent Defense Services**  
**Annual Financial Status Report** - DUE BY MAY 1

**1. Name and Address of Individual Completing Report:**

Name: Clark County  
 Address: 500 S. Grand Central Parkway LV, NV 89155-1111  
 County: CLARK

**2. Total Spent on Indigent Defense Services for FY21**

**2a. Report Period:** Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

**2b. Indigent Defense Reporting FY21**

**Revenue:**

Reimbursement of Attorneys fees	\$	3,400
Total	\$	3400

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	25,668,660
Contract Position Costs	\$	10,256,248
Appointed Attorneys	\$	0
Total Attorney Costs (Sum of Salaried and Contract)	\$	35,924,908
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	2,243,888
Paralegal Staff	\$	155,370
Administrative Staff	\$	4,911,157
Investigators	\$	955,038
Experts	\$	1,045,747
Social Workers	\$	1,186,409
Travel	\$	13,974
Training	\$	0
Supplies	\$	297,279
Construction/Lease Costs	\$	0
Other (please describe below)	\$	65,710
Total	\$	46,799,480

**2c. Remarks/Notes on FY21 Reporting:**

*Report includes Office of Appointed Counsel, Public Defender, Special Public Defender  
 Dues/Renewal Fees/Certs*

*Other =*

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

3a. Budget Report Period: Start Date: 7/1/2022 End Date: 6/30/2023

3b. BUDGET for Plan

Expenditure Categories:

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	29,582,350
Budgeted Contract Position Costs	\$	11,742,500
Budgeted Appointed Attorneys	\$	0
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	41,324,850
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	2,580,772
Paralegal Staff	\$	187,470
Administrative Staff	\$	6,357,456
Investigators	\$	1,200,000
Experts	\$	1,913,959
Social Workers	\$	1,323,744
Travel	\$	149,527
Training	\$	0
Supplies	\$	374,956
Construction/Lease Costs	\$	0
Other (please describe below)	\$	85,320
Total	\$	55,498,054

3c. Remarks/Notes on Budget:

*Other = Dues/Renewal Fees/Certs*

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

*Contracts are still being negotiated for Defenders Union*

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes \_\_\_\_\_ No \_\_\_\_\_

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes \_\_\_\_\_ No \_\_\_\_\_
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes \_\_\_\_\_ No \_\_\_\_\_
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes \_\_\_\_\_ No \_\_\_\_\_
- d. would you like an estimate for any of the representation above? Yes \_\_\_\_\_ No \_\_\_\_\_

  
\_\_\_\_\_  
Authorizing Signature  
  
Finance Director

\_\_\_\_\_  
Date  
  
ishare@clarkcountynv.gov  
\_\_\_\_\_  
Email  
  
(702) 455-3543  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Position

## Attachment 1.M

Nevada Department of Indigent Defense Services  
 Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name:  
 Address:  
 County: **Elko County**

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	-
Total	\$	-

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	992,962.89
Contract Position Costs	\$	-
Appointed Attorneys	\$	803,071.46
Total Attorney Costs (Sum of Salaried and Contract)	\$	1,796,034.35
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	385,211.95
Investigators	\$	20,075.85
Experts	\$	79,500.66
Social Workers	\$	91,212.45
Travel	\$	873.39
Training	\$	11,480.54
Supplies	\$	35,585.00
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total	\$	2,419,974.19

2c. Remarks/Notes on FY21 Reporting:

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**            **Start Date:** 7/1/2022      **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	1,260,759
Budgeted Contract Position Costs	\$	-
Budgeted Appointed Attorneys	\$	607,395
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>1,868,154</b>
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	512,177
Investigators	\$	20,000
Experts	\$	82,500
Social Workers	\$	98,857
Travel	\$	8,000
Training	\$	25,000
Supplies	\$	49,078
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
<b>Total</b>		<b>\$ 2,663,766</b>

**3c. Remarks/Notes on Budget:**

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**  
 Elko County is still in the process of negotiating any adjustments for 6 of our 7 collective bargaining units for FY22 and FY23. Elko County has undergone an external classification and compensation study which will be implemented in FY23. With that being said, we expect compensation to increase by 7% or more for our attorneys.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

The county has not estimated expenditures for fiscal year 2024/2025, but based on an estimated increase of at least 5% over 2022/2023 fiscal year budget, the costs are projected to be between 2.9m and 3m.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes  No

7. Question only for counties with a population of less than 100,000 : Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes  No
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes  No
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes  No
- d. would you like an estimate for any of the representation above? Yes  No

Karen Pappalardo  
Authorizing Signature

5/2/2022  
Date

Comptroller  
Position

Spappalardo@clerkcounty.nv.net  
Email  
(775) 753-7073  
Phone

## Attachment 1.N

Nevada Department of Indigent Defense Services  
 Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name: Gina Rackley  
 Address: 50 W. 5th Street, Winnemucca, NV 89445  
 County: Humboldt

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	3,046.00
Total	\$	3,046.00

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	288,424.96
Contract Position Costs	\$	-
Appointed Attorneys	\$	-
Total Attorney Costs (Sum of Salaried and Contract)	\$	288,424.96
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	170,639.39
Investigators	\$	25,885.21
Experts	\$	-
Social Workers	\$	-
Travel	\$	2,067.32
Training	\$	56.00
Supplies	\$	8,870.15
Construction/Lease Costs	\$	-
Other (please describe below)	\$	-
Total	\$	495,943.03

2c. Remarks/Notes on FY21 Reporting:

FY21 staffing levels were two (2) full-time attorney's and one (1) administrative staff. The FY22 budget staffing levels are two (2) full-time attorney's and two (2) administrative staff members.

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year:** Approximately \$93,000

**3a. Budget Report Period:**            **Start Date:** 7/1/2022            **End Date:** 6/30/2023

**3b. BUDGET for Plan**

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)			
	Budgeted Salaried Position Costs	\$	379,819.00
	Budgeted Contract Position Costs	\$	-
	Budgeted Appointed Attorneys	\$	-
	<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>379,819.00</b>
	Counsel Administrator / DIDS designee	\$	-
	Staff Investigator	\$	-
	Paralegal Staff	\$	-
	Administrative Staff	\$	185,061.00
	Investigators	\$	57,500.00
	Experts	\$	-
	Social Workers	\$	-
	Travel	\$	4,000.00
	Training	\$	-
	Supplies	\$	25,750.00
	Construction/Lease Costs	\$	-
	Other (please describe below)	\$	-
	<b>Total</b>	<b>\$</b>	<b>652,130.00</b>

**3c. Remarks/Notes on Budget:**

The budgeted salaries include a 4% COLA and a 2.5% Merit although final negotiations have not been completed to determine the actual increase.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**  
We are still in negotiations with our employee associations.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. **In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25.** Attach supporting documentation as needed. It is anticipated that the costs for investigation and expert fees could increase this budget at least 12% (\$78,250 approximately) each year or possibly resulting in the need to hire a full time investigator.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes X                      No     

7. **Question only for counties with a population of less than 100,000:** Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- |   |                 |                |
|---|-----------------|----------------|
| a. all representation responsibilities  | Yes <u>    </u> | No <u>X</u>    |
| b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) | Yes <u>X</u>    | No <u>    </u> |
| c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))                           | Yes <u>X</u>    | No <u>    </u> |
| d. would you like an estimate for any of the representation above?  | Yes <u>X</u>    | No <u>    </u> |



April 28, 2022

Authorizing Signature

Date

[gina.rackley@humboldtcountynv.gov](mailto:gina.rackley@humboldtcountynv.gov)

Comptroller / Auditor

Email

775-623-6467

Position

Phone

## Attachment 1.0

## **Financial Annual Report**

- COVER SHEET
- -Spreadsheet reports provided by DIDS  
7/1/2020-6/30/2021 and 7/1/2022-6/30/2023
- ITEM 1: PERSHING COUNTY BENEFITS SCHEDULE for FISCAL  
year 2023 for Steven Cochran and Mayra Madrigal
- ITEM 2: PERSHING COUNTY BENEFITS SCHEDULE for FISCAL  
year 2020-2021
- ITEM 3: Monthly Detail/ Budget Report for 2020-2021
- ITEM 4: BUDGET WORK SHEET

Nevada Department of Indigent Defense Services

Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name: *Pershing County*  
 Address:  
 County:

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	0
Total	\$	0

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	146,827.24
Contract Position Costs	\$	0
Appointed Attorneys	\$	0
Total Attorney Costs (Sum of Salaried and Contract)	\$	0
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	0
Paralegal Staff	\$	0
Administrative Staff	\$	52,158.86
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	5,579
Total	\$	2044565.84

2c. Remarks/Notes on FY21 Reporting:

20-21  
 Phone/Fax = 3,805.11  
 Office Supplies = 689.60  
 Postage = 235.27  
 Atty Fees/Invest = 0.00  
 Travel = 0.00  
 Registration Fees = 0.00  
 AB424 Expenses = 0.00  
 Small Equipment/Tools = 650.00

3. Estimated Cost to Carry Out Plan for Next Fiscal Year

3a. Budget Report Period: Start Date: 7/1/2022 End Date: 6/30/2023

3b. BUDGET for Plan

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Budgeted Salaried Position Costs	\$	163621
Budgeted Contract Position Costs	\$	0
Budgeted Appointed Attorneys	\$	0
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	163621
Counsel Administrator / DIDS designee	\$	0
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	58773
Investigators	\$	0
Experts	\$	0
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	38,850
Total	\$	261,244.00

3c. Remarks/Notes on Budget:

22-23  
 Phone/Fax = 2700 00  
 Office Supplies = 600.00  
 Postage = 250.00  
 Atty Fees/Invest = 4,100.00  
 Travel = —  
 Registration Fees = —  
 AB424 Expenses = 87,700?  
 Small Equipment/Tools = —

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.

N/A

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

N/A

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution? Yes \_\_\_\_\_ No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes \_\_\_\_\_ No
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes \_\_\_\_\_ No
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes  No \_\_\_\_\_
- d. would you like an estimate for any of the representation above? Yes \_\_\_\_\_ No

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone









Pershing County, NV, USA

# History Report

By Employee  
Report Dates: 7/1/2020 to 6/30/2021

Payroll Set: 01 - Payroll Set 01

Employee: 360 - COCHRAN, STEVEN W

## Employee Totals

Year: 2020 - 2021  
Checks: 30  
Net: 75,968.47

Steve  
\$ 116,965.48

\$ 26,837.33  
+ \$ 3,024.43

**\$ 146,827.24**

Employee: 751 - MADRICAL, CARILERO, MAYRA A

## Employee Totals

Year: 2020 - 2021  
Checks: 30  
Net: 27,849.23

Earnings	Units	Amount
ANNUAL LEAVE	19.00	1,069.54
EFMLA CV 19 - EFMLA CV 19	32.00	1,801.33
SAL. SALARY	1842.00	103,970.46
SICK LEAVE	187.00	10,124.15
	2080.00	116,965.48

Deductions	Subject To	Employer	Employee
050 PERS EE/ER - PERS EE/ER	116,965.48	17,837.33	17,837.33
100 COUNTY D/V/L - County Portion of Dent...	0.00	561.72	0.00
100 COUNTY MED INS - County Portion of M...	0.00	7,944.60	0.00
103 COUNTY HSA - County Portion of Group...	0.00	493.68	0.00
		26,837.33	17,837.33

Taxes	Subject To	Employer	Employee
9410 PACT - PACT 9410 Government Employ...	116,965.48	1,328.38	0.00
Federal W/H - Federal Income Tax Withhold...	116,965.48	0.00	21,463.63
MC - Medicare	116,965.48	1,696.05	1,696.05
Unemployment - Unemployment	116,965.48	0.00	0.00
		3,024.43	23,159.68

Earnings	Units	Amount
ANNUAL LEAVE	49.00	763.75
EFMLA CV 19 - EFMLA CV 19	69.50	1,088.98
RT - REGULAR TIME	1789.50	28,845.23
RTR - REGULAR TIME RETRO	56.00	113.12
SICK LEAVE	81.00	1,316.25
	2045.00	32,127.33

Deductions	Subject To	Employer	Employee
050 PERS REG ER - PERS Regular ER Paid	32,127.33	9,397.24	0.00

Employee: ALMIRAL CARLA FRO MAYRA

Employee Totals  
Year: 2020 - 2021

Deductions	Subject To	Employer	Employee
100 COUNTY D/V/L - County Portion of Dent...	0.00	19.32	0.00
100 COUNTY MED INS - County Portion of M...	0.00	8,980.68	0.00
101 EE ONLY D/V/L AF - EE ONLY DENT/MS/LI...	0.00	0.00	5,119.80
101 EE ONLY MED AFTR - EE ONLY Medical In...	0.00	0.00	0.00
105 EE & DEP LIFE - Employee and Depend...	0.00	0.00	16.79
200 AFLAC - AFLAC After Tax	0.00	0.00	242.76
201 AFLAC 125 - AFLAC PreTax	0.00	0.00	589.05
202 ALL STATE INS - ALL STATE After Tax	0.00	0.00	379.80
203 ALL STATE INS - ALL STATE Pre Tax	0.00	0.00	589.12
220 NY LIFE - New York Life	0.00	0.00	690.00
<b>Taxes</b>	<b>Subject To</b>	<b>Employer</b>	<b>Employee</b>
9410 PACT - PACT 9410 Government Employ...	32,127.33	1,185.50	0.00
Federal W/H - Federal Income Tax Withholdi...	30,949.16	0.00	686.43
MC - Medicare	30,949.16	448.79	448.79
Unemployment - Unemployment	32,127.33	0.00	0.00
		1,634.29	1,145.22
<b>Deductions Corrections</b>	<b>Subject To</b>	<b>Employer</b>	<b>Employee</b>
CORRECTION - Correction	0.00	0.00	105.56
		0.00	105.56

Mayra  
 32,127.33  
 18,397.24  
 1634.29  
 \$ 52,158.86

Payroll Set Payroll Set 01

Report Totals  
Year: 2020 - 2021

Checks: 60  
Net: 103,817.70

Earnings	Units	Amount
AL - ANNUAL LEAVE	68.00	1,833.29
FMPLA CV 19 - FMPLA CV 19	101.50	2,890.31
RT - REGULAR TIME	1,789.50	28,845.23
RTR - REGULAR TIME RETRO	56.00	113.12
SAL - SALARY	1,842.00	103,970.46
SL - SICK LEAVE	268.00	11,440.40
	4,125.00	149,092.81
<b>Deductions</b>	<b>Subject To</b>	<b>Employer</b>
050 PERS EE/ER - PERS EE/ER	116,965.48	17,837.33
050 PERS REG ER - PERS Regular ER Paid	32,127.33	9,397.24
100 COUNTY D/V/L - County Portion of Dent...	0.00	581.04
100 COUNTY MED INS - County Portion of M...	0.00	16,925.28
101 EE ONLY D/V/L AF - EE ONLY DENT/MS/LI...	0.00	0.00
101 EE ONLY MED AFTR - EE ONLY Medical In...	0.00	0.00
103 COUNTY HSA - County Portion of Group...	0.00	493.68
105 EE & DEP LIFE - Employee and Depend...	0.00	0.00

Deductions	Subject To	Employer	Employee
200 AFLAC - AFLAC After Tax	0.00	0.00	242.76
201 AFLAC 125 - AFLAC PreTax	0.00	0.00	589.05
202 ALL STATE INS - ALL STATE After Tax	0.00	0.00	379.80
203 ALL STATE INS - ALL STATE Pre Tax	0.00	0.00	589.12
220 NY LIFE - New York Life	0.00	0.00	600.00
		45,234.57	20,864.65
<b>Taxes</b>	<b>Subject To</b>	<b>Employer</b>	<b>Employee</b>
9410 PACT - PACT 9410 Government Employ.	149,092.81	2,513.88	0.00
Federal w/H - Federal Income Tax Withholdi...	147,914.64	0.00	22,160.06
MC - Medicare	147,914.64	2,144.84	2,144.84
Unemployment - Unemployment	149,092.81	0.00	0.00
		4,658.72	24,304.90
<b>Deductions Corrections</b>	<b>Subject To</b>	<b>Employer</b>	<b>Employee</b>
CORRECTION Correction	0.00	0.00	105.56
		0.00	105.56







Monthly Detail vs Budget Report

Date Range: 07/01/2020 - 06/30/2021

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-036-59-080-002	GROUP INSURANCE - Continued	0.00	18,000.00	0.00	18,027.16	18,027.16	27.16	-0.15%
11/13/2020	PYK00309	PYK00309 - 11/13/20	PYK00309 - 11/13/2020 Bi Weekly Payr					20.57
11/25/2020	PYK00314	PYK00314 - 11/25/20	PYK00314 - 11/25/2020 Bi Weekly Payr					1,479.43
12/11/2020	PYK00321	PYK00321 - 12/11/20	PYK00321 - 12/11/2020 Bi Weekly Payr					20.57
12/24/2020	PYK00331	PYK00331 - 12/24/20	PYK00331 - 12/24/2020 Bi Weekly Payr					1,479.43
01/08/2021	PYK00342	PYK00342 - 1/8/2021	PYK00342 - 1/8/2021 Bi Weekly payroll					20.57
01/22/2021	PYK00361	PYK00361 - 1/22/2021	PYK00361 - 1/22/2021 Bi Weekly payroll					1,479.43
02/05/2021	PYK00374	PYK00374 - 2/5/21 Bi	PYK00374 - 2/5/21 Bi Weekly Payroll - P					20.57
02/19/2021	PYK00379	PYK00379 - 2/19/2021	PYK00379 - 2/19/2021 Bi Weekly Payroll					1,479.43
03/05/2021	PYK00383	PYK00383 - 3/5/2021	PYK00383 - 3/5/2021 Bi Weekly Payroll					20.57
03/19/2021	PYK00389	PYK00389 - 3/19/2021	PYK00389 - 3/19/2021 Bi Weekly payroll					1,479.43
04/02/2021	PYK00393	PYK00393 - 4/2/21 Bi	PYK00393 - 4/2/21 Bi Weekly Payroll - P					20.57
04/16/2021	PYK00404	PYK00404 - 4/16/21 B	PYK00404 - 4/16/21 Bi Weekly Payroll					1,479.43
05/14/2021	PYK00419	PYK00419 - 5/14/2021	PYK00419 - 5/14/2021 Bi Weekly Payroll					20.57
05/28/2021	PYK00425	PYK00425 - 5/28/2021	PYK00425 - 5/28/2021 Bi Weekly Payroll					1,479.43
06/11/2021	PYK00430	PYK00430 - 6/11/2021	PYK00430 - 6/11/2021 Bi Weekly Payroll					20.57
06/25/2021	PYK00440	PYK00440 - 6/25/2021	PYK00440 - 6/25/2021 Bi Weekly Payroll					1,479.43
06/25/2021	GLP01320	JN00842	MOVER 6/2021 INS PAYMENT TO PRCPAID					-1,479.43
06/30/2021	PYK00444	PYK00444 - 7/9/2021	PYK00444 - 7/9/2021 Bi Weekly Wages					16.46
001-036-59-1080-002	MEDICARE		0.00	2,188.00	0.00	2,168.14	2,168.14	19.86
07/10/2020	PYK00228	PYK00228 - 7/10/2020	PYK00228					19.06
07/24/2020	PYK00244	PYK00244 - 7/24/2020	PYK00244 - 7/24/2020 Bi Weekly payroll					79.65
08/07/2020	PYK00249	PYK00249 - 8/7/2020	PYK00249 - 8/7/2020 Bi Weekly payroll					81.30
08/21/2020	PYK00261	PYK00261 - 8/21/2020	PYK00261 - 8/21/2020 Bi Weekly Payroll					85.29
09/04/2020	PYK00266	PYK00266 - 9/4/2020	PYK00266 - 9/4/2020 Bi WEEKLY PAYRO					83.65
09/18/2020	PYK00276	PYK00276 - 9/18/2020	PYK00276 - 9/18/2020 Bi Weekly Payroll					83.44
09/18/2020	PYK00279	PYK00279 - 9/18/2020	PYK00279 - 9/18/2020 Bi weekly payroll					0.21
09/18/2020	PYK00281	PYK00281 - 9/18/2020	PYK00281 - 9/18/2020 Bi weekly payroll					-0.71
10/02/2020	PYK00287	PYK00287 - 10/2/2020	PYK00287 - 10/2/2020 Bi WEEKLY PAYR					83.65
10/16/2020	PYK00293	PYK00293 - 10/16/20	PYK00293 - 10/16/2020 Bi Weekly Payr					83.65
10/29/2020	PYK00302	PYK00302 - 10/29/20	PYK00302 - 10/29/2020 Bi Weekly Payr					83.65
11/13/2020	PYK00309	PYK00309 - 11/13/20	PYK00309 - 11/13/2020 Bi Weekly Payr					83.65
11/25/2020	PYK00314	PYK00314 - 11/25/20	PYK00314 - 11/25/2020 Bi Weekly Payr					83.65
12/11/2020	PYK00321	PYK00321 - 12/11/20	PYK00321 - 12/11/2020 Bi weekly payr					82.43
12/24/2020	PYK00331	PYK00331 - 12/24/20	PYK00331 - 12/24/2020 Bi Weekly Payr					82.43
01/08/2021	PYK00342	PYK00342 - 1/8/2021	PYK00342 - 1/8/2021 Bi Weekly payroll					82.43
01/22/2021	PYK00361	PYK00361 - 1/22/2021	PYK00361 - 1/22/2021 Bi Weekly payroll					82.43
02/05/2021	PYK00374	PYK00374 - 2/5/21 Bi	PYK00374 - 2/5/21 Bi Weekly Payroll - P					82.43
02/19/2021	PYK00379	PYK00379 - 2/19/2021	PYK00379 - 2/19/2021 Bi Weekly Payroll					82.43
03/05/2021	PYK00383	PYK00383 - 3/5/2021	PYK00383 - 3/5/2021 Bi Weekly Payroll					82.43

Monthly Detail vs Budget Report

Date Range: 07/01/2020 - 06/30/2021

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>001-036-51080-000</b> <b>WOLKERS COMP</b>								
03/19/2021	PYPKT00389	0.00	2,188.00	0.00	2,168.14	2,168.14	19.86	0.91 %
04/02/2021	PYPKT00393							
04/16/2021	PYPKT00404							
04/30/2021	PYPKT00411							
05/14/2021	PYPKT00419							
05/28/2021	PYPKT00425							
06/11/2021	PYPKT00430							
06/25/2021	PYPKT00440							
06/30/2021	PYPKT00444							
07/24/2020	PYPKT00244		7,016.03	0.00	2,552.37	2,552.37	4,463.63	63.62 %
08/07/2020	PYPKT00249							
08/21/2020	PYPKT00261							
09/04/2020	PYPKT00266							
09/18/2020	PYPKT00276							
09/18/2020	PYPKT00281							
10/02/2020	PYPKT00287							
10/16/2020	PYPKT00293							
10/29/2020	PYPKT00302							
11/13/2020	PYPKT00309							
11/25/2020	PYPKT00314							
12/11/2020	PYPKT00321							
12/24/2020	PYPKT00331							
01/08/2021	PYPKT00342							
01/22/2021	PYPKT00361							
02/05/2021	PYPKT00374							
02/19/2021	PYPKT00379							
03/05/2021	PYPKT00383							
03/19/2021	PYPKT00389							
04/02/2021	PYPKT00393							
04/16/2021	PYPKT00404							
04/30/2021	PYPKT00411							
05/14/2021	PYPKT00419							
05/28/2021	PYPKT00425							
06/11/2021	PYPKT00430							
06/25/2021	PYPKT00440							
06/30/2021	PYPKT00444							



Monthly Detail vs Budget Report

Date Range: 07/01/2020 - 06/30/2021

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-0001-52100-020	OFFICE SUPPLIES - Continued	0.00	520.00	0.00	689.60	689.60	-169.60	-32.62%
05/05/2021	APPKT00511	INV #8181807526	21135	#17429348	PUB DEFENDER	00884 - STERICYCLE, INC.		13.51
05/19/2021	APPKT00522	INV #8182002733	21281	#17429348	PUB DEFENDER	00884 - STERICYCLE, INC.		13.55
06/30/2021	APPKT00568	INV #8182193748	21702	#17429348	PUB DEFENDER	00884 - STERICYCLE, INC.		13.55
001-0004-52100-026	POSTAGE	0.00	250.00	0.00	235.27	235.27	14.73	5.89%
09/30/2020	GLPKT00799	JN00579		COURTHOUSE POSTAGE-1ST QTR FY2021				49.40
12/31/2020	GLPKT00973	JN00657		2ND QTR FY2021 COURTHOUSE POSTAGE				93.45
03/31/2021	GLPKT01129	JN00738		3RD QTR COURTHOUSE POSTAGE				52.55
06/30/2021	GLPKT01327	JN00846		4TH QTR FY2021 COURTHOUSE POSTAGE				39.87
001-0034-52110-000	ATTY FEES/INVEST.	0.00	\$,100.00	0.00	0.00	0.00	8,100.00	100.00%
001-0034-52150-000	TRAVEL	0.00	400.00	0.00	0.00	0.00	400.00	100.00%
001-0024-52250-000	REGISTRATION FEES	0.00	400.00	0.00	0.00	0.00	400.00	100.00%
001-0034-52310-000	SMALL EQUIPMENT/TOOLS	0.00	500.00	0.00	850.00	850.00	350.00	70.00%
11/18/2020	APPKT00402	Source Transaction 10-30-2020 INV	19610	ACCT #0055600563	PUB DEF #K1027	09671 ZONES		850.00
Expense Totals:		0.00	219,123.60	0.00	206,653.51	206,653.51	12,470.09	5.69%
001 - GENERAL FUND Totals:		0.00	219,123.60	0.00	206,653.51	206,653.51	12,470.09	5.69%
Report Total:		0.00	219,123.60	0.00	206,653.51	206,653.51	12,470.09	5.69%

**Fund Summary**

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GENERAL FUND	0.00	219,123.60	0.00	206,653.51	206,653.51	12,470.09	5.69 %
Report Total:	0.00	219,123.60	0.00	206,653.51	206,653.51	12,470.09	5.69 %



Budget Worksheet

For Fiscal: 2021-2022 Period E: 04/30/2022

Defined Budgets

	2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2021-2022	2022-2023
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	FY Projections	Tentative
<b>Department: 034 - PUBLIC DEFENDER</b>								
<b>Category: 510 - SALARY EXPENSE</b>								
SALARIES & WAGES	141,749.00	137,419.31	152,007.50	150,700.14	156,396.00	116,687.51	154,018.00	163,544.00
PERKS	25,069.00	24,244.52	27,742.00	27,625.72	29,132.00	21,631.70	28,705.00	30,563.00
GROUP INSURANCE	18,000.00	17,720.92	18,000.00	18,027.16	18,000.00	14,983.54	17,976.00	18,000.00
MEDICAL	2,095.00	1,982.11	2,188.00	2,168.14	2,208.00	1,682.19	2,236.00	2,171.00
WORKERS COMP	6,501.00	2,176.50	7,016.00	2,552.37	7,272.00	2,133.99	2,107.00	7,916.00
<b>Category: 510 - SALARY EXPENSE Total:</b>	<b>194,094.00</b>	<b>183,552.15</b>	<b>206,953.60</b>	<b>201,073.53</b>	<b>213,066.00</b>	<b>156,480.93</b>	<b>205,040.00</b>	<b>222,394.00</b>
<b>Category: 520 - SERVICE &amp; SUPPLIES</b>								
PHONE/FAX	7,000.00	2,643.13	7,000.00	3,805.11	7,000.00	1,956.79	7,700.00	7,700.00
OFFICE SUPPLIES	5,200.00	604.86	570.00	689.66	520.00	538.00	800.00	800.00
POSTAGE	750.00	166.75	756.00	235.47	750.00	239.19	206.00	750.00
ATTN/EL/SHR/SL	9,500.00	2,000.00	8,100.00	6,039.00	8,100.00	720.00	8,100.00	8,100.00
RENT	400.00	0.00	400.00	0.00	400.00	0.00		
REGENERATION TILLS	400.00	0.00	400.00	0.00	400.00	0.00		
AMAZA EXPENSES	400.00	0.00	0.00	0.00	400.00	0.00		7,200.00
SMALL EQUIPMENT/TOOLS	500.00	0.00	500.00	860.00	0.00	150.00	196.00	
<b>Category: 520 - SERVICE &amp; SUPPLIES Total:</b>	<b>13,570.00</b>	<b>4,454.46</b>	<b>12,170.00</b>	<b>5,579.98</b>	<b>11,670.00</b>	<b>3,750.55</b>	<b>12,046.00</b>	<b>38,850.00</b>
<b>Department: 034 - PUBLIC DEFENDER Total:</b>	<b>207,664.00</b>	<b>188,006.61</b>	<b>219,123.60</b>	<b>206,653.51</b>	<b>224,736.00</b>	<b>160,191.48</b>	<b>217,086.00</b>	<b>261,244.00</b>

## Attachment 1.P

Nevada Department of Indigent Defense Services  
 Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name:  
 Address:  
 County:

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:	County total plus Judge payment		
	Reimbursement of Attorneys fees	\$	
		Total	\$ 0.00
Expenditure Categories:	Attorneys (Include Salary and Benefits)		
	Salaried Position Costs	\$	86,372
	Contract Position Costs	\$	0
	Appointed Attorneys	\$	17,327.50
	Total Attorney Costs (Sum of Salaried and Contract)	\$	103699.5
	Counsel Administrator / DIDS designee	\$	5000
	Staff Investigator	\$	
	Paralegal Staff	\$	0
	Administrative Staff	\$	0
	Investigators	\$	5,000
	Experts/Evaluations	\$	8,000
	Social Workers	\$	0
	Travel	\$	0
	Training	\$	0
	Supplies	\$	0
	Construction/Lease Costs	\$	0
	Other (please describe below)	\$	0
		Total	\$ 121699.5

2c. Remarks/Notes on FY21 Reporting:

**3. Estimated Cost to Carry Out Plan for Next Fiscal Year**

**3a. Budget Report Period:**      **Start Date:** 7/1/2022      **End Date:** 6/30/2023

**3b. BUDGET for Plan**                      No Changes beyond DIDS Designee

**Expenditure Categories:**

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	104,441.80
Budgeted Contract Position Costs	\$	0
Budgeted Appointed Attorneys	\$	20,000
<b>Total Budgeted Attorney Costs (Sum of Salaried and Contract)</b>	<b>\$</b>	<b>124441.8</b>
Counsel Administrator / DIDS designee	\$	5,000
Staff Investigator	\$	
Paralegal Staff	\$	0
Administrative Staff	\$	0
Investigators	\$	5000
Experts	\$	8000
Social Workers	\$	0
Travel	\$	0
Training	\$	0
Supplies	\$	0
Construction/Lease Costs	\$	0
Other (please describe below)	\$	0
<b>Total</b>	<b>\$</b>	<b>142441.8</b>

**3c. Remarks/Notes on Budget:**

ntend to increase the amount of funds when an attorney needs approval for expenditures to the amount \$3,500; and not \$1,000 as is th

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.

5. The Department will use information provided in this section to build our budget for FY24 and FY25. In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25. Attach supporting documentation as needed.

Designee requested information and nothing to date

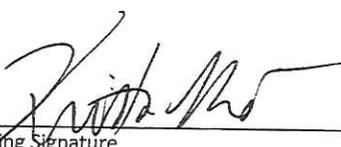
Modified form  
by request of Krista  
Meyer

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution?

Yes  No

7. Question only for counties with a population of less than 100,000: Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- a. all representation responsibilities Yes  No
- b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) Yes  No
- c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b)) Yes  No
- d. would you like an estimate for any of the representation above? Yes  No

  
\_\_\_\_\_  
Authorizing Signature

MAY 20, 2022  
Date  
Krista@lifecarefamilyreno.com  
Email  
775-338-0035  
Phone

\_\_\_\_\_  
Position  
DIDS Designee; Contracted with Storey County

## Attachment 1.Q

Nevada Department of Indigent Defense Services  
Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report:

Name: Washoe County PART 1  
Address:  
County:

2. Total Spent on Indigent Defense Services for FY21

2a. Report Period: Total Spent on Indigent Defense Services FY21  
Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:

Reimbursement of Attorneys fees	\$	149,859.61
Total	\$	149,859.61

Expenditure Categories:

Attorneys (Include Salary and Benefits)		
Salaried Position Costs	\$	6,879,594
Contract Position Costs	\$	-
Appointed Attorneys	\$	-
Total Attorney Costs (Sum of Salaried and Contract)	\$	6,879,594
Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	1,025,635
Paralegal Staff	\$	-
Administrative Staff	\$	1,585,179
Investigators	\$	6,465
Experts	\$	380,543
Social Workers	\$	-
Travel	\$	959.61
Training	\$	3,536.96
Supplies	\$	19,227.53
Construction/Lease Costs	\$	-
Other (please describe below)	\$	404,570.26
Total	\$	10,305,711.71

2c. Remarks/Notes on FY21 Reporting:

Other expenditures include: Court Report/Transcripts = \$7,256.42; Interpreters = \$93,769.90; Evaluations (mental health, risk assessments and competency evaluations) = \$35,247.65; Drug/Alcohol Evaluations = \$63,075; Copy Machine Lease/copy charges = \$12,624.61; Software Maintenance = \$24,156.49; Books & Subscriptions = \$20,025.01; Postage = \$7,705.20 Printing = \$2,550.47; Telephone Land Lines/Cell Phone = \$31,269.75; Dues = \$20,055; Utilities, Equipment Services (vehicle) charges, and Property and Liability = \$69,006.65; Computer Equipment = \$5,628.66; Other Expense = \$11,899.45

\*Note that \$46,626.20 of the salaried position costs of attorneys and \$300 of Other Expense is associated with Legislative activity.

3. Estimated Cost to Carry Out Plan for Next Fiscal Year

3a. Budget Report Period: Start Date: 7/1/2022 End Date: 6/30/2023

3b. BUDGET for Plan

Expenditure Categories:

Attorneys (Include Salary and Benefits)

Budgeted Salaried Position Costs	\$	7,160,340.31
Budgeted Contract Position Costs	\$	-
Budgeted Appointed Attorneys	\$	-
Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	7,160,340.31

Counsel Administrator / DIDS designee	\$	-
Staff Investigator	\$	1,118,463.27
Paralegal Staff	\$	-
Administrative Staff	\$	1,645,693.68
Investigators	\$	5,000.00
Experts	\$	93,000.00
Social Workers	\$	-
Travel	\$	10,000.00
Training	\$	24,350.00
Supplies	\$	15,702.00
Construction/Lease Costs	\$	-
Other (please describe below)	\$	372,085.95
<b>Total</b>	<b>\$</b>	<b>10,444,635.21</b>

**3c. Remarks/Notes on Budget:**

Other expenditures include: Court Report/Transcripts = \$7,000; Interpreters = \$97,840; Evaluations (mental health, risk assessments and competency evaluations) = \$35,000; Drug/Alcohol Evaluations = \$50,453; Copy Machine Lease/copy charges = \$16,500; Software Maintenance = \$34,156; Books & Subscriptions = \$29,210; Postage = \$6,169.73; Printing = \$3,500; Telephone Land Lines/Cell Phone = \$37,420; Dues = \$20,550; Utilities, Equipment Services (vehicle) charges, and Property and Liability = \$29,597.22; Other Expense = \$4,690

\*Note amounts reflected are for FY22 budget. Washoe County is currently in the process of developing a budget for FY23. Information will not be available until the Board of County Commissioners adopts the recommended FY23 budget in May 2022.

4. Pursuant to the Board on Indigent Defense Services Reg. 16, the increase in the maximum contribution formula is contingent on the lowest-negotiated cost of living increase for employees for that county.

**What was the lowest union negotiated cost of living increase for employees for your county? Attach supporting documentation.**

Effective July 1, 2021, the County agreed to provide a cost of living allowance of 2.5% to all employees covered by the WCPAA (Washoe County Public Attorneys Association) contract.

<https://www.washoecounty.gov/humanresources/files/hrfiles/WCPAA%20FY%2019-22%20Fully%20Executed.pdf> Effective July 1, 2021, the County agreed to provide a cost of living adjustment to all positions covered by the WCEA (Washoe County Employees Association) contract in the amount of 2.5%. [https://www.washoecounty.gov/humanresources/files/hrfiles/WCEA\\_NS%20FY%2019-22%20CBA%20Fully%20Executedf.pdf](https://www.washoecounty.gov/humanresources/files/hrfiles/WCEA_NS%20FY%2019-22%20CBA%20Fully%20Executedf.pdf)

5. The Department will use information provided in this section to build our budget for FY24 and FY25. **In this section, please provide an explanation of projected expenses for indigent defense services in FY24 and FY25.** Attach supporting documentation as needed. Information for FY24 will not be available until the Board of County Commissioners adopts the FY24 budget in May 2023. Information for FY25 will not be available until the Board of County Commissioners adopts the FY25 budget in May 2024. Although not adopted, Indigent Defense expenditures have grown 9.7% comparing FY18 to FY22, including a 5.0% increase in FY22 compared to FY21. It's not unreasonable to assume a 3% increase per annum, for both FY24 & FY25.

6. Does your county intend to seek state contributions for the provision of indigent defense services in excess of the maximum county contribution?

Yes \_\_\_\_\_

No \_\_\_\_\_

7. **Question only for counties with a population of less than 100,000:** Pursuant to NRS 180.450(6), a county with a population less than 100,000 people may voluntarily transfer responsibility for the provision of indigent defense services to the State Public Defender. The board of county commissioners shall notify the State Public Defender in writing on or before November 1 of the next even-numbered year. Does your county intend to transfer responsibility in FY24 to the Nevada State Public Defender for any of the following:

- |   |           |          |
|---|-----------|----------|
| a. all representation responsibilities  | Yes _____ | No _____ |
| b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a)) | Yes _____ | No _____ |
| c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))                           | Yes _____ | No _____ |
| d. would you like an estimate for any of the representation above?  | Yes _____ | No _____ |

  
\_\_\_\_\_

Authorizing Signature

John L. Arrascada

4/13/2022

Email

[jarrascada@washoecounty.gov](mailto:jarrascada@washoecounty.gov)

Position

Public Defender

Phone

775-337-4823

Nevada Department of Indigent Defense Services  
 Annual Financial Status Report DUE BY MAY 1

1. Name and Address of Individual Completing Report: *Washoe County Part 2*  
 Name: *Patsy Buxton*  
 Address: *1001E. 9th St. Reno NV 89512*  
 County: *Washoe County*

2. Total Spent on Indigent Defense Services for FY21  
 2a. Report Period: Total Spent on Indigent Defense Services FY21  
 Start Date: 7/1/2020 End Date: 6/30/2021

2b. Indigent Defense Reporting FY21

Revenue:			
	Reimbursement of Attorneys fees	\$	-
	Total	\$	-
Expenditure Categories:			
	Attorneys (Include Salary and Benefits)		
	Salaried Position Costs	\$	-
	Contract Position Costs	\$	226,014
	Appointed Attorneys	\$	302,102
	Total Attorney Costs (Sum of Salaried and Contract)	\$	528,116
	Counsel Administrator / DIDS designee	\$	52,000
	Staff Investigator	\$	-
	Paralegal Staff	\$	-
	Administrative Staff	\$	-
	Investigators	\$	50,002
	Experts	\$	39,726
	Social Workers	\$	-
	Travel	\$	-
	Training	\$	-
	Supplies	\$	-
	Construction/Lease Costs	\$	-
	Other (please describe below)	\$	289,697
	Total	\$	959,540.92

2c. Remarks/Notes on FY21 Reporting:

Other expenditures include: Court Report/Transcripts = \$47,678.60; Interpreters = \$140; Evaluations (mental health, risk assessments and competency evaluations) = \$241,878;

3. Estimated Cost to Carry Out Plan for Next Fiscal Year

3a. Budget Report Period: Start Date: 7/1/2022 End Date: 6/30/2023

3b. BUDGET for Plan

Expenditure Categories:			
	Attorneys (Include Salary and Benefits)		
	Budgeted Salaried Position Costs	\$	-
	Budgeted Contract Position Costs	\$	226,014
	Budgeted Appointed Attorneys	\$	351,717
	Total Budgeted Attorney Costs (Sum of Salaried and Contract)	\$	577,731

Counsel Administrator / DIDS designee	\$	50,000
Staff Investigator	\$	-
Paralegal Staff	\$	-
Administrative Staff	\$	-
Investigators	\$	23,577
Experts	\$	30,000
Social Workers	\$	-
Travel	\$	-
Training	\$	-
Supplies	\$	-
Construction/Lease Costs	\$	-
Other (please describe below)	\$	419,850
<b>Total</b>	<b>\$</b>	<b>1,101,158</b>

**3c. Remarks/Notes on Budget:**

Other expenditures include: Court Report/Transcripts = \$71,000; Interpreters = \$2,500; Evaluations (mental health, risk assessments and competency evaluations) = \$346,350

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Yes \_\_\_\_\_ No \_\_\_\_\_

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a. all representation responsibilities

Yes \_\_\_\_\_ No \_\_\_\_\_

b. direct appeals, at state expense, to the appellate court of competent jurisdiction (See Reg. 16(2)(a))

Yes \_\_\_\_\_ No \_\_\_\_\_

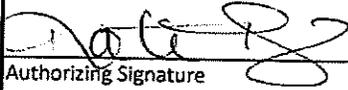
c. death penalty cases, at 25% county and 75% state expense (See Reg. 16(2)(b))  
d. would you like an estimate for any of the representation above?

Yes \_\_\_\_\_

No \_\_\_\_\_

Yes \_\_\_\_\_

No \_\_\_\_\_



Authorizing Signature

4/16/2022

Date

Kathomas@washoe-county.gov

Email

(775)229-2875

Phone

Assistant County Manager

Position