

**CITY OF SPARKS, NEVADA
INDIGENT DEFENSE CONTRACT**

This Indigent Defense Contract effective July 1, 2017, is by and between DANIEL McCORMICK, Esq. (“McCORMICK”) and the City of Sparks (CITY), a municipal corporation. McCORMICK and CITY may be hereinafter referred to collectively as “party” or “parties.”

This Agreement is made with reference to the following:

WHEREAS, Sparks Municipal Court provides legal representation to indigent defendants as defined in the Nevada Revised Statutes (NRS) Chapter 171.188;

WHEREAS, Daniel L. McCormick, Esquire, will serve as a single point of contact for the Court Administrator of the Sparks Municipal Court for the administration of the contract; and

WHEREAS, Daniel L. McCormick, Esquire, agrees to maintain staff, reasonable business hours for the purpose of maintaining contact with indigent defendants, and further agrees to use reasonable diligence in notifying each indigent defendant of necessary court appearances as well as any court action resulting from the indigent defendant’s non-appearance.

THEREFORE, BE IT RESOLVED:

I. CONTRACT TERM

1. The contract term is to be for two (2) calendar years commencing July 1, 2017, and shall thereafter be automatically extended on the same terms and conditions for successive one-year periods unless terminated by the parties.

II. ASSIGNMENT OF CASES AND REPRESENTATION

1. Daniel L. McCormick, Esquire, will be notified by the court of the appointment of an indigent defendant by e-mail, telephone, or by other means as determined by the parties. Notification of an appointment made by the Court for in-custody defendants will be made by the presiding judge at the time of the video arraignment.
2. Daniel L. McCormick, Esquire, agrees to provide representation in Sparks Municipal Court in all required criminal proceedings including but not limited in custody arraignments, indigent defendant trial calendars, and other appearances as agreed to by the parties in Sparks Municipal Court, scheduling which will be determined by and between the parties. Daniel L. McCormick, Esquire, is required to consult with an out-of-custody indigent defendant within fourteen (14) business days of the court appointment date and is required to meet with in-custody defendants at the Washoe County Detention Facility prior to (approximately ½ hour) the beginning of the 1:00 p.m. legal defender video arraignment session.
3. Daniel L. McCormick, Esquire, agrees that if he is ill, on vacation or otherwise is unable to provide any required service, INCLUDING any appearances for court proceedings for ANY reason, he will arrange for substitute representation. Daniel L.

McCormick, Esquire, further agrees any attorney designated to provide substitute representation shall be duly licensed to practice in the State of Nevada and agrees to compensate any substitute. All proposed substitute attorneys are subject to the approval of the Judges of the Sparks Municipal Court.

4. Daniel L. McCormick, Esquire, agrees to be responsible for interviewing each indigent defendant and all witnesses to a case. The court will provide Spanish interpreters for indigent defendants. However, all other required foreign language interpreter services must be coordinated with the court prior to any proceedings per Section X.

III. COMPENSATION

- 1 This multi-year contract is to be for a fixed annual fee in the amount of ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$158,000.00) to be paid in quarterly installments in the amount of THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00) upon submission of an invoice to the Court Administrator. Daniel L. McCormick, Esquire, agrees to use his best effort to maintain personal contact with each indigent defendant until the case is disposed of and must use reasonable diligence in notifying each indigent defendant of all court appearances as well as any court action resulting from the indigent defendant's failure to appear.

IV. REDETERMINATION OF INDIGENCE OF DEFENDANT

1. If a redetermination of indigence is requested and Daniel L. McCormick, Esquire, is allowed to withdraw by the court, Daniel L. McCormick, Esquire, agrees not to represent that person in that case for a fee, without prior written approval by the presiding judge. Nor shall he accept compensation for a case assigned under this contract outside of that contemplated by this contract without full disclosure of the terms of this contract to the client, notification to the court of the arrangements made for compensation and approval by the administrative judge of the court. Under no circumstances may he solicit such outside compensation.

V. TERMINATION

1. The Court Administrator may terminate this contract, without cause, with sixty (60) days written notice.
2. Daniel L. McCormick, Esquire, may terminate this contract without cause with sixty (60) days written notice to the Court Administrator.

VI. CASE LOGS

1. To assist in the determination of extraordinary case volume assigned, Daniel L. McCormick, Esquire, may be required to provide statistical information to the Court Administrator on an agreed periodic basis (i.e., monthly or quarterly) case volume recaps as specified. The statistical data will be in an agreed to format between the parties.

VII. REIMBURSEMENT OF COSTS OUTSIDE LEGAL REPRESENTATION

1. Daniel L. McCormick, Esquire, must request prior approval by motion for any necessary costs and expenses considered beyond normal representation to the Administrative Judge through the Court Administrator. Any unapproved expenditure becomes the responsibility of Daniel L. McCormick, Esquire. The costs and expenses are to be reviewed by the Court Administrator in the form of a quote for services. The invoice will be paid through the normal Accounts Payable process of the City of Sparks' Finance Department.
2. Costs and expenses for non-Spanish interpretive services must be pre-approved by the Court Administrator **before** incurring an expenditure. Any unapproved non-Spanish interpreter services becomes the responsibility of Daniel L. McCormick, Esquire.

IX. APPOINTMENT OF EXPERTS

1. Application for appointment of expert witnesses and investigators must be made through the assigned trial judge and/or the Administrative Judge and must be communicated ex-parte. Payment for such witnesses or investigators will be made per the provisions in Section VIII. Any unapproved expenditure becomes the responsibility of Daniel L. McCormick, Esquire.

X. INTERPRETERS

1. The court is responsible for providing Spanish interpreters for non-English speaking indigent defendants and/or witnesses in all municipal court proceedings. If an interpreter is needed for any other non-English speaking indigent defendant, Daniel L. McCormick, Esquire, must contact the court requesting special language services a minimum of five (5) business days prior to the scheduled proceeding. The court will coordinate the interpreter services and will assume responsibility of payment for said services.

XI. TECHNICAL REQUIREMENTS

1. Daniel L. McCormick, Esquire, may be requested to communicate with the court electronically during the term of this contract. Specific technical specifications will be established at a later time and will be negotiated separately as a modification of this contract.

XII. MODIFICATION

1. In the event that circumstances arise which may prevent Daniel L. McCormick, Esquire, from providing effective legal representation of indigent defendants, or from otherwise accepting indigent defendant appointments, the parties agree that Daniel L. McCormick, Esquire, and the court, through the Administrative Judge and/or Court Administrator shall confer to make reasonable efforts to reach agreement on a temporary modification of this contract.

XIII. MALPRACTICE INSURANCE

1. Daniel L. McCormick, Esquire, agrees to provide a certificate of insurance for malpractice coverage in the minimum amount of \$100,000/\$300,000 per attorney. Said insurance shall remain in force during the term of this contract and evidence of insurance shall be filed with the City Clerk’s Office of the City of Sparks and/or the Court Administrator. In the event this insurance is terminated, the attorney shall immediately notify the Court Administrator and this contract may be modified or terminated.
2. This contract is for indigent legal services and all rights and obligations hereunder, including performance, shall not be delegated or assigned except as specified previously.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year below written.

CITY OF SPARKS

ATTORNEY AT LAW

By: _____
MAYOR Date

By: Daniel L. McCormick 4-24-17
Daniel L. McCormick, Esq. Date

Attest:

Approved as to form:

By: _____
CITY CLERK Date

By: _____
CITY ATTORNEY Date

STATE OF NEVADA)
 : ss
COUNTY OF WASHOE)

Subscribed and sworn to before me this ____ day of _____, 2017.

NOTARY PUBLIC