

NYE COUNTY AGENDA INFORMATION FORM

☒ Action
 ☐ Presentation
 ☐ Presentation & Action

Department: Board of County Commissioners		Agenda Date: June 19, 2018	
Category: Regular Agenda Item			
Contact: Lorina Dellinger		Phone:	Continued from meeting of:
Return to:	Location:		Phone:
Action requested: (Include what, with whom, when, where, why, how much (\$) and terms) Discussion and deliberation regarding approval of five (5) contracts for Public Defender Services.			
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Renewals: Jason Earnest Nathan Gent </div> <div style="width: 45%;"> New Applicants: Brent D. Percival Daniel Martinez Carl M. Joerger David H. Neely </div> </div>			
Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.			
Expenditure Impact by FY(s): (Provide detail on Financial Form)			
<input checked="" type="checkbox"/> No financial impact			

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date
		<input checked="" type="checkbox"/> Place on Agenda	N/A

ITEM # 29

CONTRACT FOR PROFESSIONAL SERVICES

Between
Nye County, Nevada
and

For
PUBLIC DEFENDER SERVICES
(Tonopah and Beatty)

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

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

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

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

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

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective for the period of July 1, 20XX through June 30, 20XX.

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

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

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

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

complete the On-Line Attorney Dependency Training offered by the Nevada Court Improvement Program within sixty (60) calendar of the execution date of the contract.

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

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

3. STANDARD OF WORK.

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

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

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

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

4. PAYMENT FOR SERVICES.

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

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed

for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the court ordering said extraordinary services.

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

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

5. INDEPENDENT CONTRACTOR STATUS.

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

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

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

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

6. INDUSTRIAL INSURANCE.

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

7. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

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

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

8. TERMINATION OF CONTRACT.

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

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

9. NON ASSIGNMENT.

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

10. REPORTING REQUIREMENTS.

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

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

C. Attorney shall provide proof of completion of the On-Line Attorney Dependency Training required under subsection 2.C.

11. CONSTRUCTION OF CONTRACT.

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

12. DELEGATION OF AUTHORITY.

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

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15. MODIFICATION OF CONTRACT.

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

16. NOTICES.

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

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

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

NYE COUNTY

CONTRACTOR

County Manager

Date:

Date:

CONTRACT FOR PROFESSIONAL SERVICES

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Tonopah, NV 89049

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NYE COUNTY

CONTRACTOR

County Manager

Date:

Date:

LAW OFFICES OF

BRENT D. PERCIVAL, ESQ.

A Professional Corporation

1148 So. Maryland Pkwy. • Las Vegas, NV 89104 • (702) 868-5650 • Fax: (702) 474-4137

Brent D. Percival, Esq.,

Shirley Davey*

*Legal Assistant

May 11, 2018

Ms. Lorina Dellinger

P.O. Box 153,

Tonopah, Nevada 89049

VIA E-MAIL TRANSMISSION : ldellinger@co.nye.nv.us

Dear Ms. Dellinger:

I have recently been informed that Nye County is seeking qualified individuals to serve as public defense counsel in the city of Pahrump, Nevada. I would like to express my sincere interest in serving as one of the contract public defenders in and for Nye County, Nevada, assuming that this information is correct.

I graduated from the University of Kansas School of Law in May of 1987, and passed the Kansas State Bar in July of 1987. After practicing in a small rural community outside Topeka, Kansas for approximately 9 months, I relocated to Las Vegas, Nevada in March of 1988. I was admitted to the Nevada State Bar in November, 1988.

Since May of 1997, I have served as conflict counsel for Clark County, Nevada, providing legal services for indigent criminal defendants who, for various reasons, could not be represented by the Clark County Public Defender's Office. In the role of Contract attorney to Clark County, Nevada, I have represented persons accused of criminal offenses ranging from First Degree Murder to Disorderly Conduct. I have served as trial counsel in over 50 criminal jury trials, and innumerable misdemeanor bench trials. I am confident that my experience and exposure to the Nevada Legal system is well within the range that you are looking for.

/ / /

/ / /

I am attaching a copy of my resume', which details the whole of my 30 years of legal experience. I would like to express my sincere interest in being of service to the citizens of Nye County, and to the Pahrump community as a whole. I hope that you will consider my application for this position favorably, and that we have an opportunity to meet and speak in the not-too-distant future.

Thank you for your time, and for your attention to this letter. Until such time as we may have an opportunity to meet with you and discuss this opportunity, I shall remain,

Very Truly Yours,

BRENT D. PERCIVAL, ESQ. P.C.

A handwritten signature in blue ink that reads "Brent D. Percival". The signature is written in a cursive style with a large, stylized initial "B".

Brent D. Percival, Esq.

Attachment

BRENT D. PERCIVAL ESQ.
NEVADA STATE BAR NO. 003656

W: 1148 South Maryland Parkway, Las Vegas, Nevada 89104 (702) 868-5650

EDUCATION

UNIVERSITY OF KANSAS SCHOOL OF LAW

Lawrence, Kansas 66045

Juris Doctorate Awarded: May 1987

Admitted to State Bar of Kansas: August 1987

Admitted to Nevada State Bar: November 1988

BETHANY COLLEGE

LINDSBORG, KANSAS 67456

Bachelor's Degree in History/Political Science Awarded in May 1984

LEGAL EXPERIENCE

BRENT D. PERCIVAL, ESQ. P.C.
1148 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89104
(702) 868-5650
APRIL 1999 TO PRESENT

WHILE DOING BUSINESS AS BRENT D. PERCIVAL, ESQ. P.C., I HAVE MAINTAINED A SOLO PRACTICE, CONCENTRATING IN CRIMINAL DEFENSE LAW AND PERSONAL INJURY LITIGATION. I HAVE BEEN THE SOLE ATTORNEY CHARGED WITH ALL LITIGATION RESPONSIBILITY, AS WELL AS THE OVERSIGHT AND SUPERVISION OF MY OWN OFFICE AND AS MANY AS THREE SUPPORT STAFF MEMBERS. DURING THIS TIME FRAME, I HAVE SERVED THE GREATER PART OF MY 20 YEAR SOLO PRACTICE AS A TRACK-AND-TEAM ATTORNEY FOR THE EIGHTH JUDICIAL DISTRICT COURT, COVERING, AT VARIOUS TIMES, JUSTICE COURTS 2, 3, 5, AND 6, AND DISTRICT COURTS IX, X, XIV, AND XX. CRIMINAL EXPERIENCE RUNS THE GAMUT FROM CATEGORY "A" FELONIES, TO MISDEMEANOR OFFENSES.

ROBERT L. BOLICK, LTD.
6060 WEST ELTON AVE., SUITE A
LAS VEGAS, NEVADA 89107
(702) 870-6060
May 1997 to April, 1999
(Firm Now Defunct)

While employed at Robert L. Bolick, Ltd., I was involved in a general civil and criminal defense practice, and was charged with the responsibility of overseeing an extensive case load, primarily concentrating in personal injury law and criminal defense litigation.

EICHACKER & ASSOCIATES, P.C.
1701 WEST CHARLESTON, SUITE 400
LAS VEGAS, NEVADA 89102
FIRM NOW DEFUNCT: NO PHONE AVAILABLE
August 1995 to May, 1997

While at Eichacker & Associates, I was employed as an associate attorney, charged with responsibility for the management and litigation of civil and criminal case files, with particular emphasis in personal injury litigation.

BUTTELL & PERCIVAL, LTD.
2635 SOUTH HIGHLAND
LAS VEGAS, NEVADA 89109
Supervisor: None.
July 1993 to August 1995

During my tenure at Buttell and Percival, Ltd., I was a self-employed independent contractor, associated with attorney Alan J. Buttell. I was responsible for my own case load of civil and criminal files, including the interview and screening of new clients, litigation of criminal defense and civil litigation files, and management of the day -to-day operation of my own office.

THOMPSON & HARPER, LTD.
703 SOUTH EIGHTH STREET
LAS VEGAS, NEVADA 89101
Firm Now Defunct: No phone number available
Supervisor: Charles E. Thompson, Esq.
January 1991 to July 1993

While at Thompson & Harper, Ltd., a general civil litigation firm, I was employed as an associate attorney. Our practice concentrated primarily on real estate litigation and general civil practice.

ALVERSON, TAYLOR, AND MORTENSON
600 SOUTH EIGHTH STREET
LAS VEGAS, NEVADA 89101
(702) 384-7000
Supervisor: Brian K. Gould, Esq.
September 1988 to January 1991

While at Alvcrson, Taylor, & Mortenson, I served as an associate attorney, with practice primarily concentrated in the field of medical malpractice defense, and premises liability defense.

CLARK COUNTY DISTRICT ATTORNEY'S OFFICE, CIVIL DIVISION
225 BRIDGER AVENUE, 8TH FLOOR
LAS VEGAS, NEVADA 89101
March 1988 to September 1988
Direct Supervisors: Bill Curran and Jim Bartley

Employed as a law clerk, with duties of performing legal research and writing for Clark County.

CALVIN K. WILLIAMS, CHTD.
220 MAIN
CARBONDALE, KANSAS 66414
DIRECT SUPERVISOR: CALVIN K. WILLIAMS, RET.
May 1987 to March 1988

While with Calvin Williams, I was employed in an associates' position, in a practice concentrating in domestic relations and criminal defense.

REFERENCES:

Drew R. Christensen, Esq., Chief Administrator
Office of Appointed Counsel
Clark County, Nevada
550 South Grand Central Parkway
Las Vegas, Nevada 89155
(702) 455-3362

Honorable Judge Burt Mahlon Brown
Las Vegas Municipal Court, Department 4
Clark County Regional Justice Center
200 East Lewis Avenue, 5th Floor
Las Vegas, Nevada 89155
(702) 229-2036

The Honorable Judge Joseph S. Sciscento
Las Vegas Justice Court, Department 2
Clark County Regional Justice Center
200 East Lewis Avenue, 8th Floor, Ctrm. 8B
(702) 671-3353

The Honorable Judge William D. Jansen (Ret.)
Senior Judge – Clark County, Nevada
200 East Lewis Avenue
Las Vegas, Nevada 89155
(702) 671-3100



DANIEL MARTINEZ LAW



May 14, 2018

Via Email

Lorina Dellinger
Assistant Nye County Manager
101 Radar Rd.
Tonopah, NV 89049
Fax: (775) 482-8191

RE: Northern Nye County Public Defender Contract

Dear Ms. Dellinger,

It has come to my attention that Jonathan Nelson, Esq. has given notice that he no longer intends to continue under contract as the Northern Nye County Public Defender. I am writing to express my interest in replacing him in that capacity.

I was licensed to practice law in December of 2010, and since that time I have rapidly gained invaluable experience in all aspects of the legal profession, but more specifically our criminal justice system. As an associate with Joseph A. Scalia, Ltd., I immediately began making daily court appearances, arguing motions, and litigating criminal cases in all the Clark County Municipal Courts, Justice Courts, and District Courts, as well as the United States District Court, District of Nevada. Before I was an associate there, I worked as a law clerk, researching legal issues and drafting motions. When I began as an associate with the Richard Harris Law Firm, I took on greater responsibility as the lead attorney on all criminal cases with the firm. I expanded the role I had with my previous firm by consulting with prospective clients, and handling more serious felony cases on a regular basis.

I continued to expand my role when I moved to Truitt & Associates d/b/a Half Price Lawyers. I was the head of the Criminal Department there, in charge of handling all the criminal and traffic matters for one of the busiest law firms in Clark County. It was during my time there that I sat first chair on two jury trials. Currently I am continuing to practice criminal defense as a partner of my own law firm. I am an alternate public attorney for both Las Vegas and Henderson Municipal Courts, where I stand in as the public defender at least twice a week. Additionally, as a conflict attorney for the Clark County Public Defender, I am appointed to represent indigent clients charged with felonies.

My experience has made me a strong litigator, with excellent oral and writing skills. I have litigated all aspects of a case including bench trials, preliminary hearings, motion hearings, evidentiary hearings, revocation hearings, sentencing hearings, and jury trials. To date, I have taken four cases to jury trial, three of which were as first chair. The most recent was a jury trial in Pahrump, in which I secured a not guilty verdict in the Fifth Judicial District Court. My dealings with these cases have also made me an apt negotiator in trying to resolve cases in the pretrial stages. My success in my career has required that I maintain professional and courteous dealings with clients, opposing counsel, and the Courts.

My legal career has made me very passionate about criminal justice, criminal defense, and representing indigent clients. By working for The Richard Harris Law Firm, Truitt & Associates, and as an alternate public attorney, I have become accustomed to and comfortable with handling a high volume of cases. It is for these reasons that I am an ideal candidate to take over the contract as the Northern Nye County Public Defender.

My resume, trial experience, and references are attached. I would love the opportunity to discuss this matter further with you. I can be reached at my office, (702) 625-0610, or on my cell phone, (845) 417-8995. Thank you for your time, and I look forward to hearing from you.

Sincerely,


Daniel E. Martinez, Esq.

Enc.

552 E. Charleston Blvd., Las Vegas, NV 89104
P: (702) 625-0610 F: (702) 947-8068
DanielMartinezLaw.com



DANIEL MARTINEZ LAW



DANIEL E. MARTINEZ, ESQ.

Email: Daniel@danielmartinezlaw.com

PROFILE

Licensed to practice in the State of Nevada and the United States District Court for the District of Nevada
Litigation experience in Criminal, Family, Personal Injury, and Bankruptcy Law
Trial experience in Criminal and Family Law
Skilled in establishing and maintaining effective relationships with clients, business partners, and opposing counsel
Talented researcher with excellent verbal, written and presentation skills

EDUCATION

William S. Boyd School of Law, University of Nevada, Las Vegas, Las Vegas, NV Juris Doctor, May 2010
Academic Scholarship, 2007
Activities: Sports and Entertainment Law Association, President, 2007-2010
Phi Alpha Delta, Member, 2007-present

Arizona State University, Tempe, AZ

Bachelor of Science in Justice Studies, May 2007

Academic Scholarship, 2003

GPA: 3.3

Activities: Circle K International, volunteer community service organization, 2003-2004

EXPERIENCE

City of Las Vegas, City of Henderson, Alternate Public Attorney

Daniel Martinez Law, LLC, formerly Coombs & Martinez, LLC, Owner and Managing Partner, February 2015-present

- Draft motions and pleadings and research new issues for Criminal cases
- Consult and retain new clients
- Attend hearings, negotiate cases, argue motions, and litigate trials; multiple not guilty verdicts attained in criminal court
- Work collectively and independently to effectively represent the rights of clients

Truitt & Associates, LLC d/b/a Half Price Lawyer, Intake Attorney, September 2013-January 2014; Criminal Department Head, January 2014-February 2015

- Draft motions and pleadings and research new issues for Criminal cases
- Consult and retain new clients
- Attend hearings, negotiate cases, argue motions, and litigate trials; multiple not guilty verdicts attained in criminal court
- Work collectively and independently to effectively represent the rights of clients

Richard Harris Law Firm, LLP, Associate February 2012-September 2013

- Draft motions and pleadings and research new issues for Criminal cases
- Consult and retain new clients
- Attend hearings, negotiate cases, argue motions, and litigate trials; multiple not guilty verdicts attained in criminal court
- Work collectively and independently to effectively represent the rights of clients

Joseph A. Scalia, Ltd., Law Clerk, March 2010-December 2010; Associate January 2011-February 2012

- Draft motions and pleadings for Criminal, Family, Bankruptcy, and Personal Injury cases
- Research various issues arising under all areas of law
- Attend hearings, negotiate cases, argue motions, and litigate trials; multiple not guilty verdicts attained in criminal court
- Work collectively and independently to effectively represent the rights of clients

552 E. Charleston Blvd., Las Vegas, NV 89104

P: (702) 625-0610 F: (702) 947-8068

DanielMartinezLaw.com



DANIEL MARTINEZ LAW



TRIAL EXPERIENCE

State of Nevada v. Wald

- CR7922
- Lead Counsel
- Statutory Sexual Seduction, Lewdness with a Minor, Sexual Assault on a Minor
- Jury Trial
- Nye County District Court, Department 2
- August 2016

State of Nevada v. Brand

- C-15-308338-1
- Second Chair
- Child Abuse, Neglect or Endangerment
- Jury Trial
- Clark County District Court, Department 6
- February 2016

State of Nevada v. Taylor

- C-14-296031-1
- Lead Counsel
- Assault with a Deadly Weapon
- Jury Trial
- Clark County District Court, Department 21
- February 2015

State of Nevada v. Greer

- C-14-298859-1
- Lead Counsel
- Conspiracy, Attempt Robbery, Larceny from a Person, Battery with the Intent to Commit a Crime
- Jury Trial
- Clark County District Court, Department 20
- August 2014



DANIEL MARTINEZ LAW



City of Henderson v. Steven Parke

- 17CR000957
- Sole, Lead Counsel
- Battery Domestic Violence, First Offense
- Bench Trial
- Henderson Municipal Court, Department 3
- April 2018

State of Nevada v. Ethan Wald

- 17CR01356
- Sole, Lead Counsel
- Perjury
- Preliminary Hearing
- Pahrump Justice Court
- October 2017

City of Henderson v. Justin Morgenstern

- 17CR003279
- Sole, Lead Counsel
- Assault
- Bench Trial
- Henderson Municipal Court, Department 3
- August 2017

City of Henderson v. Vincent Irwin

- 17CR005906
- Sole, Lead Counsel
- Battery Domestic Violence, First Offense
- Bench Trial
- Henderson Municipal Court, Department 3
- June 2017

City of Henderson v. Donnell Morgan

- 17CR004127
- Battery Domestic Violence, First Offense
- Bench Trial
- Henderson Municipal Court, Department 3
- June 2017



DANIEL MARTINEZ LAW



City of Las Vegas v. Sergey Ziyatdinov

- Sole, Lead Counsel
- Driving Under the Influence, Second Offense
- Bench Trial
- Las Vegas Municipal Court, Department 6
- March 2017

City of Henderson v. Scott Drury

- 17CR226
- Sole, Lead Counsel
- Battery Domestic Violence, First Offense
- Bench Trial
- Henderson Municipal Court, Department 3
- March 2017

City of Henderson v. Christopher Shaw

- 15CR2020, 15CR2141
- Sole, Lead Counsel
- Battery Domestic Violence, Second Offense (two counts)
- Bench Trial
- Henderson Municipal Court, Department 3
- February 2017

City of Henderson v. Miguel Contreras

- 16CR9548
- Sole, Lead Counsel
- Battery Domestic Violence, First Offense
- Bench Trial
- Henderson Municipal Court, Department 3
- February 2017

City of Henderson v. Dana Canfield

- 16AC430
- Sole, Lead Counsel
- Mandatory Spay/Neuter, Licensing of Pets
- Bench Trial
- Henderson Municipal Court, Department 3
- February 2017



DANIEL MARTINEZ LAW



State of Nevada v. Clifford Williams

- 16F12282X
- Sole, Lead Counsel
- Pandering
- Preliminary Hearing
- Las Vegas Justice Court, Department 7
- November 2016

City of Henderson v. McCall

- 15CR011715
- Sole, Lead Counsel
- Resist Public Office, Possession of Drug Paraphernalia
- Bench Trial
- Henderson Municipal Court, Department 3
- October 2016

City of Henderson v. Flakes

- 15CR014273
- Sole, Lead Counsel
- Battery Domestic Violence, Coercion
- Bench Trial
- Henderson Municipal Court, Department 3
- June 2016

City of Henderson v. Pickering

- 15CR013814
- Sole, Lead Counsel
- Trespass
- Bench Trial
- Henderson Municipal Court, Department 3
- April 2016

State of Nevada v. Velasco

- 14CR12980
- Sole, Lead Counsel
- Animal Cruelty
- Bench Trial
- Pahrump Justice Court, Department B
- February 2016



DANIEL MARTINEZ LAW



City of Las Vegas v. Willson

- C1134311A
- Sole, Lead Counsel
- Battery Domestic Violence
- Bench Trial
- Las Vegas Municipal Court, Department 4
- January 2016

City of Las Vegas v. Qualls

- C1105320ABCD
- Sole, Lead Counsel
- Assault, Duty to Render Aid, Unsafe Turning Movement, False Information to Police Officer
- Bench Trial
- Las Vegas Municipal Court, Department 1
- January 2015

State of Nevada v. Chesterton

- 13F19666X
- Sole, Lead Counsel
- Assault with a Deadly Weapon
- Preliminary Hearing
- Las Vegas Justice Court, Department 6
- November 2014

State of Nevada v. Ferraro

- 14FH0450X
- Sole, Lead Counsel
- Violation of TPO
- Preliminary Hearing
- Henderson Justice Court, Department 2
- September 2014

State of Nevada v. Kosel

- 14M18332X
- Sole, Lead Counsel
- Malicious Destruction of Private Property
- Bench Trial
- Las Vegas Justice Court, Department 8
- September 2014



DANIEL MARTINEZ LAW



City of Henderson v. Soriano-Reyes

- 14CR003343
- Sole, Lead Counsel
- Petit Larceny
- Bench Trial
- Henderson Municipal Court, Department 2
- August 2014

State of Nevada v. Greer

- 14F07862A
- Lead Counsel
- Conspiracy, Attempt Robbery, Larceny from a Person, Battery with the Intent to Commit a Crime
- Preliminary Hearing
- Las Vegas Justice Court, Department 1
- June 2014

City of Henderson v. Valle

- 13CR009041
- Lead Counsel
- Battery Domestic Violence
- Bench Trial
- Henderson Municipal Court, Department 3
- June 2014

City of Las Vegas v. Perez

- C1101546A
- Sole Lead Counsel
- Battery Domestic Violence
- Bench Trial
- Las Vegas Municipal Court, Department 5
- June 2014

State of Nevada v. Adair

- 14F04380X
- Sole, Lead Counsel
- Driving Under the Influence Resulting in Substantial Bodily Harm or Death
- Preliminary Hearing
- Las Vegas Justice Court, Department 13
- May 2014



DANIEL MARTINEZ LAW



City of Henderson v. Felder

- 13CR001749
- Sole, Lead Counsel
- Battery Domestic Violence
- Bench Trial
- Henderson Municipal Court, Department 3
- April 2014

State of Nevada v. Taylor

- 13F07696X
- Sole, Lead Counsel
- Assault with a Deadly Weapon
- Preliminary Hearing
- Las Vegas, Justice Court, Department 12
- February 2014

State of Nevada v. Cook

- 12F02991X
- Sole, Lead Counsel
- Driving Under the Influence (3rd)
- Preliminary Hearing
- Las Vegas, Justice Court, Department 9
- March 2013

City of Henderson v. Dunbar

- 12TR009888
- Sole, Lead Counsel
- Failure to Yield to Pedestrian
- Bench Trial
- Henderson Municipal Court, Department 5
- December 2012

State of Nevada v. Nichols

- 11F15196X
- Sole, Lead Counsel
- Driving Under the Influence (3rd)
- Preliminary Hearing
- Las Vegas Justice Court, Department 13
- July 2012



DANIEL MARTINEZ LAW



City of North Las Vegas v. Easley

- CR002938-12
- Sole, Lead Counsel
- Battery Domestic Violence
- Bench Trial
- North Las Vegas Municipal Court, Department 1
- September 2012

State of Nevada v. Guadron

- 11F02668X
- Sole, Lead Counsel
- Battery Domestic Violence (2nd)
- Bench Trial
- Las Vegas Justice Court, Department 4
- August 2011



DANIEL MARTINEZ LAW



REFERENCES

Judge Rodney Burr

Henderson Municipal Court, Department 3

(702) 267-3352

Nathan R. Ring, Esq.

The Urban Law Firm

(702) 968-8087

Nicole J. Cannizzaro, Esq.

Clark County Chief Deputy District Attorney

(702) 671-8672

Lance A. Maningo, Esq.

Maningo Law

(702) 626-4646

Lorina F. Dellinger

From: carl joerger <ca2joerger@gmail.com>
Sent: Tuesday, May 15, 2018 11:49 AM
To: Lorina F. Dellinger
Subject: Carl M. Joerger, Public Defender Contract
Attachments: Carl resume.pdf

Dear Ms. Dellinger,

Please find attached hereto, my resume for your consideration. I would like to be awarded one of the Public Defender Contracts for Pahrump, Nye County, Nevada. I have extensive experience in handling matters for indigent defendants here in Nye County and have always provided them the best representation. I have always treated my previously appointed clients with the upmost respect and most of the cases that I have won in Nye County, were for previously indigent/appointed clients.

Residing in Pahrump, for the last fifteen years, has provided me, with intimate knowledge of the County and the people who live here. It also affords me the ability to meet with our clients(more than once), interview witnesses, visit the crime scene(s) and allows me, to be available 24/7 to meet with them over the phone, in person, or at the Detention Facility.

Being indigent doesn't just mean that you live in a tent, in the desert behind Wal-Mart, it also means that you work at Wal-Mart and have children.

Working class families deserve the same representation as people who can afford to hire their own attorneys. As a Conflict Attorney in Pahrump, from 2001 through 2013, I had always zealously represented my clients with that in mind. Far too often, working class families in this town feel slighted, and looked down upon by the Justice System, and feel, that they have "no choice" but to plea to something, that either the government can not prove, or that they didn't do. That was/is not the way I treated my clients in the past, and is not the way that I treat them now.

I hope you consider my application, and I look forward to meeting with you at your convenience.

Yours truly,

Carl M. Joerger

Attorney at Law

1231 East Basin Avenue, Suite 9

Pahrump, Nevada 89060

775-751-2500

775-513-6573(cell)

Carl M. Joerger
1231 East Basin Road, Suite 9
Pahrump, NV 89060
(775) 751-2500
(775) 513-6573(Cell)
Fax: (775) 751-2552
E-Mail: ca2joerger@gmail.com

License Admissions:

Licensed in the State of Nevada, 1994,
Nevada Bar No.: 005379
Admitted to Practice in all Federal Courts in Nevada
Admitted to Practice before the United States Tax Court

Areas of Practice:

Primarily in all areas of Criminal Defense;
Practice includes State and Federal appellate and post-conviction proceedings;
Family, Probate, Corporate and Civil Rights Litigation.

Qualifications:

Trial experience includes handling numerous criminal cases, including numerous Jury Trials in both the State and Federal Courts.¹

Appellate experience includes several Nevada Supreme Court appeals.

Conducted post-conviction hearings in both State and Federal Court.

Residence and Office:

Residing in Pahrump, with a full time and fully staffed office since March 2003.

Formerly Nye County Conflict Attorney, from 2001 through 2013.

¹Over Twenty Not Guilty Verdicts and over Thirty Discharges at Preliminary Hearings, and outright Dismissals, in Nye County, Nevada.

DAVID H. NEELY III, ESQ.

3520 East Tropicana Ave., Suite D-1
Las Vegas, Nevada 89121
702-565-0716
davlocoesq@yahoo.com

May 17, 2018

Lorina Dellinger
2100 E. Walt Williams Dr.
Suite 100
Pahrump, NV 89048
ldellinger@co.nye.nv.us

Re: Nye County Northern Nevada Public Defender Contract

Dear Ms. Dellinger,

I would like to express interest in the open position as a Nye County Public Defender for Northern Nye County. Please view the enclosed resume.

I look forward to hearing from you in the near future.

Best Regards,


David H. Neely III, Esq.

Enclosure: Resume of David H. Neely III, Esq.

DAVID H. NEELY III, ESQ.

3520 East Tropicana Ave., Suite D-1 | Las Vegas, Nevada 89121 | 702-565-0716
davlocoesq@yahoo.com

LICENSES

Admitted to the Nevada State Bar
United States Supreme Court
Ninth Circuit Court of Appeals
U.S. District Court of the District of Nevada

EXPERIENCE

THE LAW OFFICES OF DAVID H. NEELY III, ESQ. LAS VEGAS, NEVADA

February 1992 to Present

Sole practitioner concentrating in criminal and juvenile law, in trial courts of the states.

PUBLIC DEFENDER

Nye County 1992-2014

Responsible for representation of criminally charged indigents, from arraignment through appellate and habeas corpus process, in the rural courts of Nye County.

Henderson Municipal Court 1992-2000

Esmeralda County Public Defender 1992 to Present

Lincoln County Public Defender 1992-2008

CHILD SUPPORT MASTER, FIFTH JUDICIAL COURT, PAHRUMP AND TONOPAH

2008 to Present

Responsible for all Child Support Hearings in Nye County

ARBITRATOR

June 2005 to Present

Nevada Supreme Court ADR Program, Eighth Judicial District Court Las Vegas, Nevada

MEDIATOR

Fifth Judicial District Court Dept. 1, Nye County April 2013 to Present

Child Dependency, Nye County 2015 to Present

Juvenile Dependency Mediation Program, State of Nevada 2016

Foreclosure Mediation Program, Nye and Clark County 2008-2016, 2017-present

LAS VEGAS JUSTICE OF THE PEACE PRO TEM

2017- to present.

NEVADA STATE PUBLIC DEFENDER, WHITE PINE, LINCOLN AND EUREKA COUNTY

January 1991- January 1992

Represented indigent defendants and juveniles in the Seventh Judicial District

EDUCATION

CUMBERLAND SCHOOL OF LAW OF SAMFORD UNIVERSITY, BIRMINGHAM, ALABAMA

Juris Doctor 1985

UNIVERSITY OF NORTH CAROLINA, CHAPEL HILL, NORTH CAROLINA

Bachelor of Arts in History 1981

UNIVERSITY OF CALIFORNIA BERKLEY, BERKELEY, CALIFORNIA

Mediation and Conflict Resolution Course 2013

UNIVERSITY OF CALIFORNIA HASTINGS COLLEGE OF LAW

Advance Mediation 2014

HARVARD LAW SCHOOL

The Program of Negotiation 2014