

NF  
District  
Court: II  
Cathy Colquhoun

FILED

NO. 91-110

CONTRACT FOR LEGAL SERVICES

'91 OCT -4 P4:27

BY S. Condum DEPUTY

This contract is entered into this 3rd day of SEPTEMBER, 1991, by MICHAEL J. ROESER (referred to as "Attorney") and Douglas County, a political subdivision of the State of Nevada (referred to as "County").

R E C I T A L S

The County currently uses the services of the State Public Defender in accord with Chapter 180 of the Nevada Revised Statutes.

The State Public Defender cannot represent certain indigent persons charged with public offenses because of conflicts of interest, for cause constituting a legal disqualification or when otherwise unable to provide representation.

The County, acting pursuant to Chapter 260 of the Nevada Revised Statutes, and Attorney desire to provide for Attorney's representation for indigent persons charged with public offenses when the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation.

The Attorney has provided County with resumes, background information and professional references supporting Attorney's

representation that Attorney is qualified and able to render the professional services provided in this contract.

IN CONSIDERATION OF THESE RECITALS, the parties to this contract agree as follows:

1. Attorney agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense when the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation.

2. Attorney agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085, and the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation.

3. Attorney agrees to perform the services of an attorney for a 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, the Court orders the appointment of Attorney pursuant to NRS 432B.420, and the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation.

4. Attorney agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints Attorney on the matter to represent the person at the probation revocation proceedings, the person is

indigent, and the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation.

5. In performing the professional services described in paragraphs 1, 2, 3, 4, and 5 of this agreement Attorney shall:

A. Conduct interviews;

B. Perform or supervise the performance of necessary investigation;

C. Conduct necessary preparation;

D. Appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pre-trial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;

E. Be required to represent the person in the assigned matter on any appeal to the Ninth Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter or final judgment;

F. Represent persons who have requested and received an appointment of the State Public Defender in petitioning for writs of *Habeas Corpus* or post-conviction relief, and the Court, for cause, disqualifies the State Public Defender or when the State Public Defender is otherwise unable to provide representation on the matter and the matter is conducted properly in Douglas County before the Ninth Judicial District Court.

The professional services described in this paragraph as well as those described in paragraphs 1, 2, 3 and 4 must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.

6. County and Attorney acknowledge that County will contract with other lawyers in the same manner and for the same purposes as Attorney. It is agreed by County and Attorney that these agreements will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of Attorney in a matter that would create a conflict of interest for Attorney in a particular matter.

7. Attorney agrees to staff and maintain an office in Douglas County, Nevada. Attorney agrees to furnish to the Justice Courts, District Courts, Sheriff's Department and District Attorney a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of attorney and part of attorney's compensation paid pursuant to paragraph 8 of this contract. Attorney's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5).

8. With the exception of services performed pursuant to paragraph 5(F), County agrees to pay to Attorney and Attorney agrees to accept as full compensation for the performance of legal services under this contract the sum of Forty Eight Thousand Dollars (\$48,000.00) per year payable in equal monthly installments of Four Thousand Dollars (\$4,000.00). Services performed pursuant to paragraph 5(F) shall be paid in accord with NRS 7.155.

9. Attorney may secure reimbursement from County for investigative, expert or other services necessary for an adequate defense in any assigned matter in the statutorily prescribed manner codified in NRS 7.135, 7.145 and 7.155.

10. The compensation specified in paragraph 8 is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court can, for the reasons specified in NRS 7.125(4)(a)-(d), award extraordinary fees to Attorney in a particular matter which are over and above the compensation specified in paragraph 8, provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

11. Mileage and travel expenses of Attorney are the responsibility of Attorney and are part of the compensation paid pursuant to paragraph 8.

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

13. County is contracting for the personal and professional services of Attorney. If Attorney practices law with a law firm, another lawyer within the firm may appear for Attorney at any stage of the proceeding. However, no additional compensation shall be paid to the Attorney or the other lawyer in Attorney's firm by virtue of this change. If in the interests of justice, Attorney is required to substitute out of an assigned matter, Attorney shall petition the Court for approval of this substitution. The Court will make reasonable efforts to appoint and substitute in the County's other contract Attorney, if possible. If the County's other contract Attorney cannot properly be substituted in to Attorney's assigned matter, the Court may appoint and order the compensation of another noncontract lawyer in the manner provided in NRS 7.105 to 7.165, inclusive.

14. The Court can request monthly time summaries from Attorney if a form prescribed by the Court. These time summaries will report the amount of time necessarily and reasonably spend for travel, investigation, research, trial preparation and hearings as well as trials. These time summaries will be filed with the Court at the conclusion of each assigned matter and sealed by the Clerk until requested by the Court. These time reports may be made available by the Court for audit by the County's representative. Nothing contained in this paragraph shall be construed in a manner that violates the confidences of the client or the attorney-client privilege contained in Court rules of statute.

15. Attorney will maintain adequate liability insurance, including errors and omissions coverage, in the policy limits of \$500,000 during the term of this contract with the County named as an additional insured. Attorney will provide proof of this insurance coverage to County during the term of this agreement and the policy will be written with an insurance carrier authorized to write policies insuring this type of risk in the State of Nevada. The premium expense for this coverage is the responsibility of Attorney.

16. This contract becomes effective when approved by the County's Board of Commissioners and continues in effect through June 30, 1992. The County is given the option of renewing the contract on the same terms and conditions for an additional one (1) year period, through June 30, 1993, provided that the County exercises this option to renew by giving written notice to Attorney on or before March 1, 1992 and provided that the Attorney consents to this renewal. If Attorney does not want to renew this contract, Attorney must notify the County in writing of this nonrenewal on or before March 1, 1992, or within 10 days of Attorney's receipt of County's notification of exercise of the option to renew whichever occurs later.

17. Either Attorney or County may terminate this agreement by giving the other party 90 days advance written notice of their intent to terminate this contract pursuant to this paragraph. The Court may elect to appoint non-contract attorneys and compensate them in accord with NRS 7.125 on any matters pending as of the date this contract is terminated.

18. Written notices required pursuant to the terms of this contract shall be transmitted via first class mail (postage prepaid) to the parties at the following addresses:

DOUGLAS COUNTY  
Post Office Box 218  
Minden, Nevada 89423  
ATTN: COUNTY MANAGER

MICHAEL J. ROESER  
P.O. 1007  
ZEPHYR COVE, NV 89448

19. Attorney is an independent contractor. The County is contracting for the independent professional services of Attorney and does not control the means by which Attorney provides those services contracted for. Attorney is not an employee of County and there will be no:

- A. Withholding of income tax by County;
- B. Provision of industrial insurance coverage by County;
- C. Participation by Attorney in any group insurance plans which may be available to County employees;
- D. Contributions by county on behalf of Attorney to the Public Employees' Retirement System; or
- E. Accumulations of vacation or sick leave or any other employee benefit normally available to Douglas County employees.

20. This contract may be amended in writing by the parties only after giving 90 days advance written notice to the other party.

21. This contract constitutes the entire agreement between



the parties and shall be interpreted according to Nevada law.

DATED this 3<sup>rd</sup> day of September, 1991.

DOUGLAS COUNTY

By: [Signature]  
Chairman  
Board of County Commissioners

[Signature]  
Attorney at Law

ATTEST: BARBARA J. REED  
CLERK/TREASURER

Approved as to form:  
SCOTT W. DOYLE  
District Attorney

By: Barbara J Reed  
by Sondie Condon  
Deputy Clerk

By: Scott W. Doyle  
Deputy District Attorney

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in the

DATE: October 4, 1991  
B Reed District Court  
of the State of Nevada County of Douglas.

By Sondie Condon Deputy

**SEAL**

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REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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SUZANNE BEAUDREAU  
RECORDER

**261895**

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BOOK **1091** PAGE **785**