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CONTRACT FOR LEGAL SERVICES

98-17-0204

This contract is entered into this 16<sup>th</sup> day of April, 1998, by Roeser & 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

This contract is entered into pursuant to the provisions of Chapter 260 of the Nevada Revised Statutes.

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.
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.
3. 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

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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 will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours, per case, for appointments pursuant to NRS 128.100.

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 and the person is indigent.

5. Attorney agrees to perform the duties required by NRS 260.050.

6. In performing the professional services described in paragraphs 1, 2, 3, 4, 5 and 6 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, detention hearing (if available), 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 subject to limitations prescribed by NRS 180.060(4); and

The professional services described in this paragraph as well as those described in paragraphs 1, 2, 3, 4 and 5 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.

7. 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.

8. Attorney agrees to staff and maintain an office in Douglas County, Nevada. 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 where Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture,

equipment, supplies, routine investigative costs 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 9 of this contract. Attorney's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) but are paid as an allowance and part of the compensation set out in paragraph 9 of this agreement.

9. 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 One Hundred Thousand Eight Hundred Dollars (\$100,800.00) per year payable in equal quarterly installments of Twenty Five Thousand Two Hundred Dollars (\$25,200.00) at the beginning of each quarter.

10. Attorney may secure reimbursement from County for extraordinary investigative, required 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.

11. The compensation specified in paragraph 9 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 9,

provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

12. Mileage and travel expenses of Attorney are the responsibility of Attorney and are part of the compensation paid pursuant to paragraph 9.

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

14. 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 one of the county's other contract Attorneys, if possible. If the County's other contract Attorneys 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.

15. Cases shall be assigned to the contracting law firms on

a rotating basis. The rotation in the justice courts shall be divided into felony cases and misdemeanor cases. The clerk of the justice courts shall maintain the two rotation lists, felonies and misdemeanors, and supply the same to the parties to this agreement upon request.

16. Prior to the appointment of any of the contracting law firms, the Justice of the Peace shall inquire as to the financial ability of the defendant to pay for a private attorney. This canvass shall include preparation by the defendant of a financial questionnaire which, at a minimum, shall require the defendant to disclose real and personal property assets, bank accounts, and employment.

17. If a defendant who is requesting appointed counsel due to indigency has contacted one of the County's contract law firms, who are parties to this agreement, concerning retaining that firm for representation, that firm shall not be obligated to accept the appointed case. The firm shall notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next firm in the rotation shall be appointed.

18. The Court may order monthly time summaries from Attorney in a form prescribed by the Court. These time summaries when ordered by the Court will report the amount of time necessarily and reasonably spent for travel, investigation, research, trial

preparation and hearings as well as trials. If ordered, 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.

19. Attorney will maintain adequate liability insurance, including errors and omissions coverage, in the policy limits of at least \$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.

20. This contract becomes effective when approved by the County's Board of Commissioners and continues in effect through June 30, 1999. The County is given the option of renewing the contract for an additional one (1) year period, through June 30, 2000, provided that the County exercises this option to renew by giving written notice to Attorney on or before April 30, 1999 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 April 30, 1999, or within 10 days of Attorney's receipt of County's notification of exercise of the option to renew whichever occurs later.

21. Either Attorney or County may terminate this agreement without cause by giving the other party forty-five (45) 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. In the event of termination of this Agreement for any reason, the total compensation of Attorney shall be reduced to the proportionate number of days worked by Attorney.

22. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and said disability exists for a period beyond ten (10) judicial days, Attorney must provide a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, or such disability continues beyond sixty (60) days, the County may, at its discretion, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.



23. 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

ROESER & ROESER  
P. O. Box 1007  
Zephyr Cove, Nevada 89448

24. 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. 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; and
- E. Accumulations of vacation and sick leave or any other employee benefit normally available to Douglas County employees.

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

26. This contract constitutes the entire agreement between the parties and shall be interpreted according to Nevada law.

DATED this 17th day of April, 1998.

DOUGLAS COUNTY

TERRI STEIK ROESER

By: Jacques Etchegoyhen  
JACQUES ETCHEGOYHEN  
Chairman  
Douglas County Board of  
Commissioners

Terri Steik Roeser  
ATTORNEY AT LAW

MICHAEL J. ROESER  
[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 Cordon,  
Chief Deputy

By: Scott W. Doyle

REQUESTED BY  
**DOUGLAS COUNTY** / Clerk  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

[Signature] PAID [Signature] DEPUTY

**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 my office.

DATE: April 17, 1998  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mulholland Deputy

**SEAL**

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