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Clerks  
Carol

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR** P2:25

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

BY *[Signature]*  
BARRISTER

Scarpello & Alling, Ltd., a Professional Corporation, Attorneys at Law  
P.O. Box 3390, Lake Tahoe, Nv. 89449-3390

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

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

WHEREAS, Contractor represents that he is 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.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** If applicable, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to

any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor agrees, prior to the expiration of the six month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are professional legal services in the representation of Douglas County, Nevada, in the matter of Buckeye Creek v. Douglas County. Contractor will counsel and defend Douglas County at all stages of the proceedings, which shall include, but not be limited to research, investigation, motion practice and discovery, correspondence and meetings with adverse counsel, house counsel and County officers and officials.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) according to the engagement letter attached as Exhibit A, and incorporated by this reference. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for services rendered and reimbursement of costs and expenses advanced, provided, however, that reasonable estimates of anticipated costs may be made from time to time and advanced

to contractor for deposit in its trust account and payment of costs incurred in performance of the work. Requests for payment for services rendered may be made in summary form, but contractor will retain data to support the same through the life of this contract. Requests for payment of costs advanced and summaries of costs disbursed from trust will be made in detail.

**6. TERMINATION OF CONTRACT.** This contract may be terminated without cause by either party, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice upon the other party. Contractor will comply will all applicable Supreme Court Rules on termination of the contract.

**7. NONAPPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the county fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**8. PAYMENT FOR SERVICES.** Requests for payment will be submitted and paid promptly and in the ordinary course, and, in any event, no more than 30 days after submission.

**9. PENALTIES AND RETENTIONS.** There will be no penalties or retentions in this contract. In the event of a dispute over fees, the parties agree to submit the same to the State Bar of Nevada fee dispute committee as a pre-requisite to taking any legal action.

**10. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

**11. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or

requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**12. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**13. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager and the District Attorney.

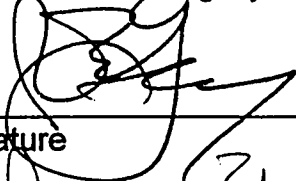
**14. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**15. PUBLIC RECORDS LAW.** Pleadings papers and exhibits submitted to the Court for filing shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor may refer persons requesting the right to inspect and copy the same to the Douglas County District Attorney or the Clerk of the District Court. Contractor's work product, including attorney-client correspondence, memoranda, notes, research and documents which Contractor prepares or receives from the County shall be regarded as privileged and confidential, pursuant to applicable law, statutes and rules.

**16. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

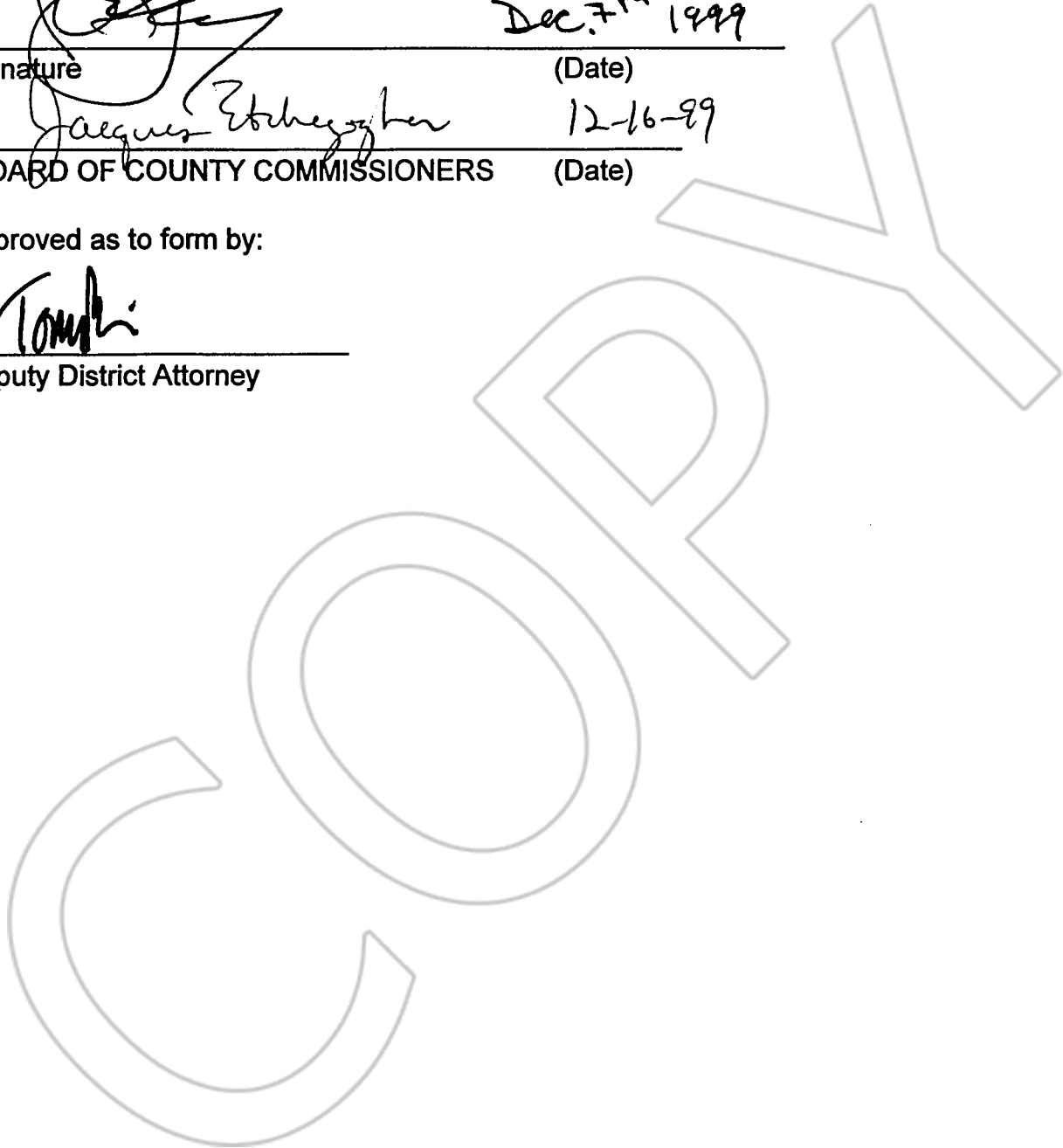
**17. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

	<u>Dec 7<sup>th</sup> 1999</u>
Signature	(Date)
<u>Jaques Echezyher</u>	<u>12-16-99</u>
BOARD OF COUNTY COMMISSIONERS	(Date)

Approved as to form by:

Tommi  
Deputy District Attorney



# Scarpello & Alling, Ltd.

## CARSON CITY OFFICE

BANK OF AMERICA CENTER  
600 E. WILLIAM STREET, SUITE 300  
CARSON CITY, NEVADA 89701-4052  
TELEPHONE (702) 882-4577  
TELECOPIER (702) 882-0810

A PROFESSIONAL CORPORATION

## ATTORNEYS AT LAW

FRED V. SCARPELLO  
RONALD D. ALLING  
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RICK OSHINSKI

SUSAN N. WASKO  
KENNETH R. JILLSON, JR.  
JAMES A. KALICKI  
MICHAEL K. JOHNSON  
STEVEN D. MOND

## LAKE TAHOE OFFICE

KINGSBURY SQUARE  
276 KINGSBURY GRADE, SUITE 2000  
POST OFFICE BOX 3390  
LAKE TAHOE, NEVADA 89449-3390  
TELEPHONE (702) 588-6676  
TELECOPIER (702) 588-4970

REPLY TO:

Lake Tahoe

**RECEIVED**

**DEC 09 1999**

**DOUGLAS COUNTY  
DIST. ATTY.**

December 7, 1999

County of Douglas  
Douglas County District Attorney's Office  
Post Office Box 218  
Minden, NV 89423

Attn: Thomas Perkins, Deputy District Attorney

RE: COUNTY OF DOUGLAS adv BUCKEYE CREEK

Dear Tom:

Thank you for your correspondence of November 22. Please accept this redrafted engagement letter to better define our terms, hopefully removing any conflict with the County's Standard Independent Contractor Agreement.

In an effort to clarify relationships between attorneys and clients, many Bar Associations recommend attorneys enter into written fee agreements with clients when providing legal services. This letter is intended to confirm and set forth the terms of our engagement to provide legal services to the County regarding the above-referenced matter. Upon receipt of a signed copy of this letter, we will commence legal services reasonably necessary to handle the above-referenced matter in accordance with our recent discussions, and to any future matters authorized by you and agreed to by us.

Tom, most of this letter is our firm's standard engagement letter, and of course it might not be what the County is used to, or even capable of executing. But because we have already started to review this case and are getting ready to present you with the results of that review, our analysis and initial litigation summary, I thought it might be a good idea to get some form of an arrangement of record with the County. Accordingly, please append this correspondence as a rider to the County's Standard Independent Contractor Agreement.

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County of Douglas

Re: County of Douglas adv Buckeye Creek

December 7, 1999

Page 2

Our fees in this matter will be calculated at our standard hourly rates for all services rendered by personnel in this office. However unlike some firms with lower rates, we include in our hourly fee schedule non-extraordinary paralegal, secretarial and clerical time, as well as long distance, photocopying, fax transmission and postage charges. Any extraordinary or substantial special costs which may include those from the above category will be billed separately as an itemization to our statement.

Hourly billing rates for attorneys vary depending upon their degree of experience and expertise. Our agreed upon hourly rates for all attorneys on this case are billed at \$175.00 per hour. Our investigative hourly rates are currently \$65 per hour. The rates may be reviewed and revised periodically, upon the assent of the client. Revisions of hourly rates will apply to services performed on your behalf from the date of such revision. Our fees are computed at our standard hourly rates based upon billing periods of one-quarter of an hour, with fractional portions being rounded to the next highest one-quarter. It is felt that client fairness and a reduction of attorney's administrative tracking time is achieved through an all-inclusive hourly rate system using the fractions as noted, thus, focusing more time and effort to achievement of the job at hand.

Since the total monthly statement may reflect services charged on several different occasions and hourly rates, it would be difficult, and thus not our firm policy, to itemize the exact time devoted in each and every instance, or the particular billing rate applicable. We will routinely provide you with itemized breakdowns with reference to the work performed and attributed to the specific tasks assigned. We do retain detailed raw data records for the work for up to 90 days, and if you have any questions about the bill, you should promptly call.

Although we may discuss an estimate of what our total charges may be with regard to a particular undertaking, it is impossible to predict with total accuracy how much time will actually be expended in completion of a given matter. Legal effort and/or time in many matters, the extent of opposition and, of course, your cooperation and assistance impacts our ability to provide services and the cost thereof. In order for us to provide competent, timely and cost-efficient services, your prompt and accurate response to our

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County of Douglas

Re: County of Douglas adv Buckeye Creek

December 7, 1999

Page 3

communications, inquiries and requests for information is essential.

Our statements are submitted each month, and are due upon presentment. It is agreed that we will be paid the balance of each statement before the 25th day of the month following the date of the statement. If the balance of the statement is not paid before the 25th day of the following month, we will incur additional accounting and financial expenses which are difficult and impractical to determine in advance. Therefore, it is our firm policy that will receive a monthly finance charge of 1-1/2% of the outstanding balance of the bill which is not paid before the 25th day following the date of the statement to offset any additional accounting and financial expenses that we incur as a result of a late payment. This is, however, not an extended credit plan. We reserve the right to withdraw as attorney for nonpayment of our fees or costs as described above. Furthermore, if it becomes necessary to institute a collection action to recover unpaid fees or costs, the client agrees to pay reasonable attorneys' fees and court costs.

It is our policy to destroy all client files (including all documents and materials therein), five (5) years after we close such files upon completion of each matter. This file destruction procedure is automatic and the client will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to any matters which we are handling.

Douglas County expressly waives any conflict that may be asserted relative to this firm's current and/or future representation of any of our other clients whose interest are adverse to the County, so long as the interests of Douglas County are not compromised in any way by the information, work or representation in this matter.

If this letter correctly sets forth our agreement, please have the Board sign and return the enclosed copy.

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We appreciate the opportunity to be of service to you, and look forward to a mutually rewarding relationship.

Very truly yours,

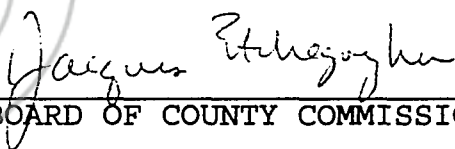
SCARPELLO & ELLING, LTD.

By   
RICHARD GLASSON, ESQ.


RG:clm  
Enclosure

IT IS SO AGREED.

DATED this 16<sup>th</sup> day of December, 1999.

  
BOARD OF COUNTY COMMISSIONERS

Approved as to form by:

  
Deputy District Attorney  
County of Douglas

**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: December 21, 1999  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol Mullock Deputy

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**SEAL**

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

1999 DEC 22 AM 11:00

LINDA SLATER  
RECORDER

\$ 0 PAID KD DEPUTY

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