

DC/DA
no fee
Brian Chally

FILED
2000.177

'00 DEC 15 A11 **CONTRACT FOR LEGAL SERVICES**

This contract is entered into this 7TH day of December, 2000, by Evan B. Beavers, Attorney at Law, and Douglas County, a political subdivision of the State of Nevada.

RECITALS

This contract is entered into pursuant to the provisions of Chapters 252 and 425 of the Nevada Revised Statutes.

Mr. Beavers has provided County with 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. Mr. Beavers agrees to perform the child support enforcement services now performed by the District Attorney under agreement with the State of Nevada Department of Human Resources Welfare Division and pursuant to Chapters 31A, 125B, 126, 130, 201, 422, and 425 of the Nevada Revised Statutes.

2. In performing the professional services described in ¶ 1 Mr. Beavers shall:

- A. Conduct interviews or meetings with the parties;
- B. Perform or supervise the performance of necessary investigation;
- C. Conduct necessary preparation;
- D. Appear at all court hearings concerning the assigned matter as required to provide full professional representation 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.

3. The professional services described in ¶¶ 2 and 3 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.

4. Mr. Beavers agrees to staff and maintain an office in Douglas County, Nevada. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable

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for the conduct of attorney's practice as required by this contract are the responsibility of Mr. Beaver and are part of the compensation paid pursuant to paragraph 5 of this contract. Mr. Beaver's expenses described in this paragraph are not a charge against the County but are paid as an allowance and part of the compensation set out in paragraph 5 of this agreement.

5. County agrees to pay to Mr. Beavers and he agrees to accept as full compensation for the performance of legal services under this contract the sum of thirty thousand dollars (\$30,000) per year payable in equal quarterly installments of seven thousand five hundred dollars (\$7,500) at the beginning of each quarter.

6. Mileage and travel expenses are the responsibility of Mr. Beavers and are part of the compensation paid pursuant to paragraph 5.

7. Mr. Beavers may engage in the private practice of law which does not conflict with his professional services required pursuant to this contract.

8. County is contracting for the personal and professional services of Mr. Beavers.

9. Mr. Beavers 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. He 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 Mr. Beavers.

10. This contract becomes effective on January 1, 2001 unless later approved by the Board and continues in effect through December 31, 2001. The County is given the option of renewing the contract for an additional one (1) year period, through December 31, 2002, provided that the County exercises this option to renew by giving written notice to Mr. Beavers on or before October 31, 2001, and provided that the Attorney consents to this renewal. If Mr. Beavers does not want to renew this contract,

he must notify the County in writing of this nonrenewal on or before October 31, 2001, or within 10 days of Attorney's receipt of County's notification of exercise of the option to renew, whichever occurs later.

11. Either Mr. Beavers 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.

12. Should Mr. Beavers 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, he must provide a substitute attorney to perform his duties 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 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.

13. 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

Evan B. Beavers
1650 Highway 395, Suite 101
Minden, Nevada 89423

14. Mr. Beavers is an independent contractor. The County is contracting for the independent professional services of Mr. Beavers. He 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.
- E. Accumulations of vacation and sick leave or any other employee benefit normally available to Douglas County employees.

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

16. This contract constitutes the entire agreement between the parties and shall be interpreted

according to Nevada law.

DATED this 7TH day of DECEMBER, 2000.

DOUGLAS COUNTY

EVAN B. BEAVERS

By *Bernard Curtis*

[Signature]

BERNARD CURTIS
VICE-CHAIRMAN

ATTORNEY AT LAW

Douglas County Board of
Commissioners

ATTEST:
BARBARA J. REED
Clerk-Treasurer

Approved as to form:
SCOTT W. DOYLE
District Attorney

Barbara J. Reed

By: *[Signature]*

BY: *L. Lynch*, DEPUTY

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

2000 DEC 18 AM 11:20

LINDA SLATER
RECORDER

\$ 0 PAID KD 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: December 15, 2000
4 B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

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