

DOC # 0765797
06/23/2010 10:42 AM Deputy: SG
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: JUNE 22, 2010

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 10 Fee: 0.00
BK-0610 PG- 4465 RPTT: 0.00



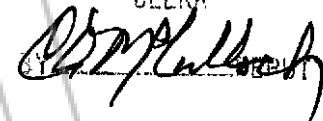
Name: MIKE MCCORMICK, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

 CONTRACT #2010.150
(Title of Document)



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY
AND
ROWE & HALES L.L.P.
P.O. BOX 2080, MINDEN, NV 89423
FOR
LEGAL SERVICES FOR PUBLIC GUARDIAN**

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

WHEREAS, Douglas County desires to employ a licensed attorney to provide legal services to the Public Guardian for Douglas County; 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 they are licensed to practice law in Nevada and in good status with the State Bar, 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, 2010 through June 30, 2011.

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

The Contractor will represent the Public Guardian in all matters relating to the provision of legal services and legal support required by the Guardian in the performance of the duties in acting as guardian of indigent wards and the administrator of indigent estates.

3. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph (4) at a cost not to exceed \$26,600.00. The County shall make equal payments each month during the contract period. Contractor must submit an invoice by the 10th of each month to the Comptroller's Office in order to receive payment.

4. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, 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 employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

5. **INSURANCE.** 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 Nev.Rev.Stat. §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:

Rowe & Hales LLP has entered into a contract with Douglas County to perform work from July 1, 2010 to June 30, 2011 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 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, immediately 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 immediately stop work and may immediately suspend or terminate the contract.

6. **TERMINATION OF CONTRACT.** Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 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 Douglas County.

7. **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 pay share 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.

8. 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.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

10. 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, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials 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.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, 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 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual

capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

13. **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.

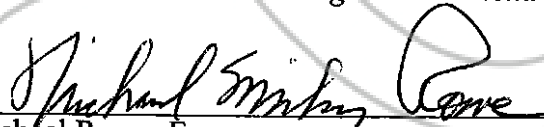
14. **MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

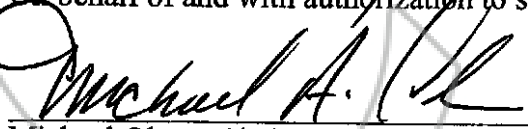
15. **PROFESSIONAL LIABILITY INSURANCE AND LICENSING.** Contractor Agrees to maintain their professional license in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Contractor also agrees to acquire and maintain professional liability insurance in the minimum amount of \$1,000,000 during the term of this contract. Copies of both the license and certificate of professional liability insurance must be sent to the:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

16. **NONAPPROPRIATION.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

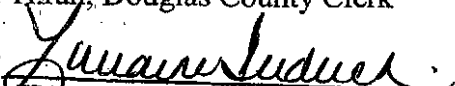
IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Public Guardian to be signed and intend to be legally bound thereby.

 18 June 2010
Michael Rowe, Esq. (date)
On behalf of and with authorization to sign for Rowe & Hales, LLP

 June 17, 2010
Michael Olson, Chairman (date)
Board of County Commissioners

Attest:

 June 17, 2010
Ted Thran, Douglas County Clerk (date)

BY: 
CLERK TO THE BOARD

JUN-18-2010 10:08 From:

To: 7757826255

P.2/5



AMERICAN STATES INSURANCE COMPANY - CARRIER NO. 11486
SEATTLE, WASHINGTON
STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PAGE 1

BK- 0610
PG- 4470
06/23/2010
0765797 Page: 6 Of 10

1. NAMED INSURED AND MAILING ADDRESS
ROWE & WALES, LLP
PO BOX 2080
MINDEN, NV 89423

INFORMATION PAGE	
POLICY NUMBER	01-WK-033712-10
RENEWAL OF	01-WC-982025-00
FEDERAL ID NUMBER:	880412039
AGENT NAME AND ADDRESS	WARREN W REED INSURANCE, INC 1521 HWY 395 NORTH GARDNERVILLE, NV 89410
	27-66580 (775) 782-2277

FORM OF BUSINESS: PARTNERSHIP
OTHER WORKPLACES, IF ANY, ARE SHOWN ON ATTACHED SCHEDULE.
2. POLICY PERIOD FROM 01-01-10 TO 01-01-11 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE ANNUAL DEPOSIT PREMIUM DUE IS: \$1,057.00
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #700-0155-648-01.
THIS POLICY IS SUBJECT TO A FINAL AUDIT.

3. COVERAGE

- A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
NV
- B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A.
THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	500,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	500,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	1,000,000	POLICY LIMIT
- C. ALL OTHER STATES INSURANCE PART THREE OF THE POLICY APPLIES TO THE STATES IF ANY LISTED HERE:
ALL STATES EXCEPT HAWAII, MAINE, NORTH DAKOTA, OHIO, RHODE ISLAND, WASHINGTON, WEST VIRGINIA, WYOMING, AND STATES LISTED IN ITEM 3A ABOVE.

4. PREMIUM

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

MINIMUM PREMIUM: \$ 191 NV TOTAL ESTIMATED PREMIUM: \$ 1,057.00
INCLUDES \$30.00 TERRORISM

ENDORSEMENTS ATTACHED:

SEE THE FOLLOWING PAGE FOR LIST OF ENDORSEMENTS.

COUNTERSIGNATURE

12/10/09
(DATE)

BY

Denise Reelmeck
(AUTHORIZED REPRESENTATIVE)

WC 00 00 01A (0688)

WC000001

COMPANY USE ONLY

NORTHEAST

25 (KIMADK) INSURED COPY

PREPARED 11-27-08

01

To: 7757826255

P.3/5

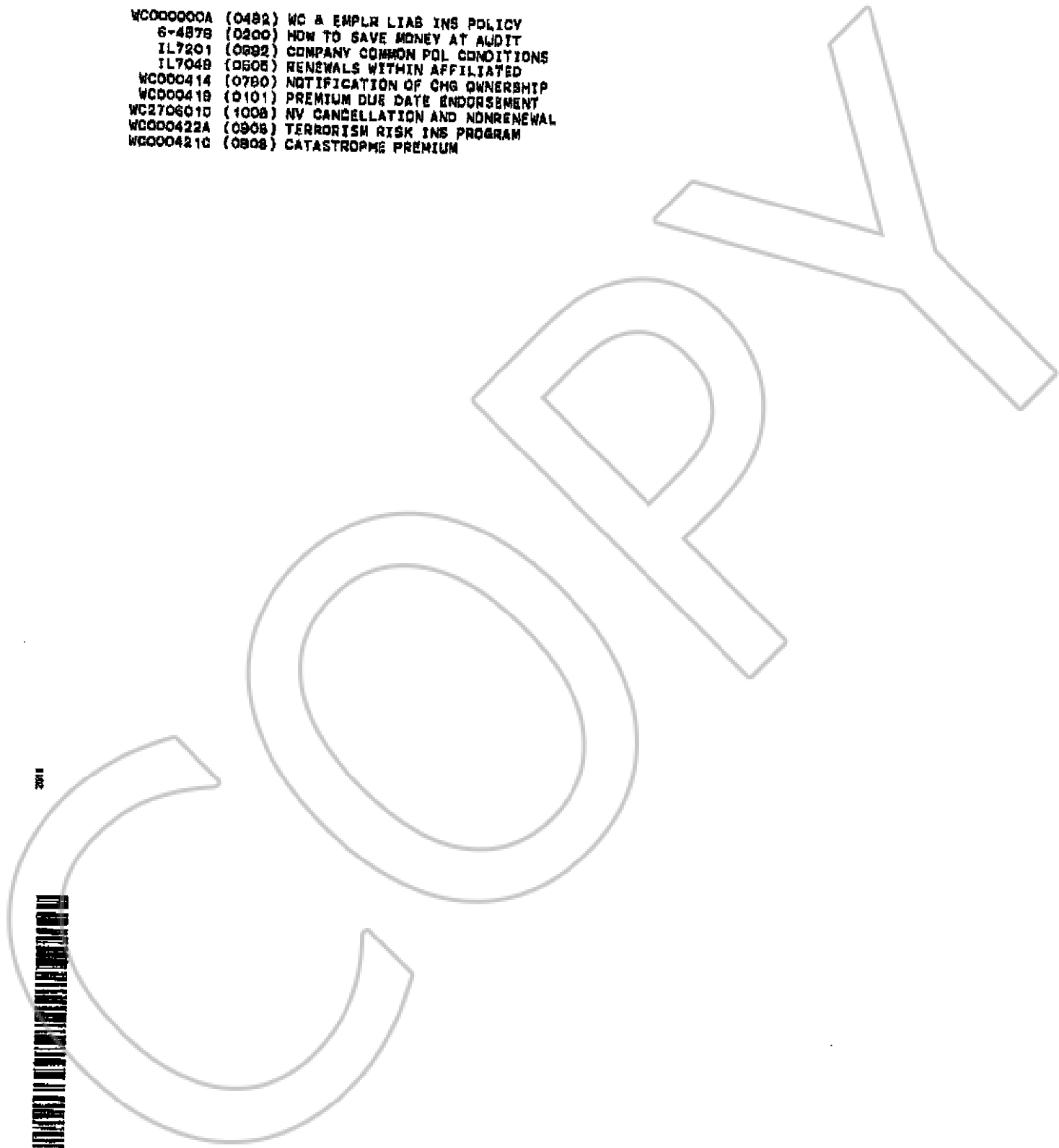


BK- 0610
PG- 4471

0765797 Page: 7 Of 10 06/23/2010

ENDORSEMENTS ATTACHED:

- WC000000A (0482) WC & EMPLR LIAB INS POLICY
- 6-4878 (0200) HOW TO SAVE MONEY AT AUDIT
- IL7201 (0682) COMPANY COMMON POL CONDITIONS
- IL7048 (0605) RENEWALS WITHIN AFFILIATED
- WC000414 (0780) NOTIFICATION OF CHG OWNERSHIP
- WC000418 (0101) PREMIUM DUE DATE ENDORSEMENT
- WC2706010 (1008) NY CANCELLATION AND NONRENEWAL
- WC000422A (0908) TERRORISM RISK INS PROGRAM
- WC000421C (0808) CATASTROPHE PREMIUM



11081



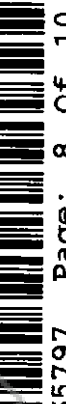
NAMED INSURED: ROWE & HALEY, LLP

POLICY NUMBER: 01-WK-033712-10

ADDITIONAL LOCATIONS

1 1638 ESMERALDA AVE
MINDEN, NV 89423

BK- 0610
PG- 4472
0765797 Page: 8 Of 10 06/23/2010



COOPY



NAMED INSURED ROWE & HALE, LLP

POLICY NUMBER: 01-WK-033712-10

STATE: NEVADA

SIC CODE: 8111

LOCATION NO.

BK- 0610
 PG- 4473
 Page: 9 Of 10 06/23/2010

SCHEDULE OF OPERATIONS

CODE NO.	CLASSIFICATION DESCRIPTION	PREMIUM BASIS TOTAL EST. ANNUAL REMUNERATION	RATES PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUMS
8820	ATTORNEY--ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	217,400	0.2800	609.00
9808	INCREASED LIMITS - EMPLOYERS LIABILITY			14.00
9848	INCREASED LIMITS - EMPLOYERS LIABILITY			136.00
0900	MINIMUM PREMIUM EXPENSE CONSTANT			240.00
9740	TERRORISM	217,400	0.0140	30.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	217,400	0.0130	28.00

ALL OTHER TERMS OF THIS POLICY REMAIN UNCHANGED.

WC 99 06 01 (0484)

COMPANY USE ONLY

NORTHEAST

25 (KIMADK) INSURED COPY

PREPARED 11-27-09



COPY

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: June 22 2010

Tracy Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy