

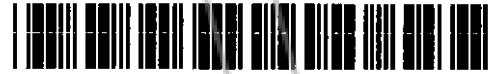
OFFICIAL RECORD
Requested By:
DC/HUMAN RESOURCES

Assessor's Parcel Number: N/A

Date: DECEMBER 16, 2010

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK- 1210 PG- 3813 RPTT: 0.00



Name: DARCY WORMS, HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

RETAINER AGREEMENT #2010.290

(Title of Document)

RETAINER AGREEMENT

\$200/hour for collective bargaining services

The undersigned consultant agrees to provide the following professional services for Douglas County, Nevada:

Consultant will provide collective bargaining and other labor relations services between Douglas County and its recognized employee organization(s) authorized by the County Manager or designee for \$200.00 per hour beginning January 1, 2011. All hours to be documented by consultant, billed monthly and verified by the County Manager or designee. It is understood that consultant shall not charge for travel time. Consultant to be reimbursed for reasonable and necessary costs and travel expenses in connection with the above matters including current IRS reimbursement rate per mile between Carson City and Minden.

The County shall pay the Employer's share of the costs and consultant's reasonable and necessary costs of mediation, fact-finding, contract and grievance arbitration and actions before the Nevada Employee-Management Relations Board as provided in NRS Chapter 288 if such impasse or dispute resolution procedures become necessary.

This agreement is terminable by the County at any time with payment for all approved work to the effective date of termination.

It is understood that the consultant is acting as an independent contractor and the County shall not be obligated to pay any normal employee benefits including worker's compensation, insurance, FICA, unemployment and withholding.

Charles P. Cockerill

Douglas County

By: [Signature]

By: [Signature]

Dated: Dec 7, 2010

Michael A. Olson
Dated: December 2, 2010

FILED
2010 DEC 16 AM 11:14
2010.290
[Signature]

Charles P. Cockerill, Esq.
415 West 2nd Street
Carson City, Nevada 89703
nevadalaborlaw@aol.com

- CURRENT:** Law Office of Charles P. Cockerill, 1992 to Present
- Nevada Labor Law Firm - Limited to Representing Public and Private Employers in their Labor Relations Matters
- LABOR LAW:** Partner - Bischof & Cockerill, 1992-2005*
- CIVIL LAW:** Court appointed arbitrator in 108 civil cases since 1995; 46 contested hearings resulting in written arbitration awards
- EDUCATION:** J.D. California Western School of Law (1979)
B.A. University of California, Santa Barbara (1972)
- PUBLICATIONS:** **NEVADA EDUCATION LAW**, Education Law Association (1998)
- Second Revised Edition (2003)
 - Third Revised Edition (2006)
 - Law Review Articles, Loyola of Los Angeles Law School & California Western School of Law (1979)
- LICENSE:** Licensed to Practice Law in Nevada & California (Inactive - Calif.)
- EMPLOYMENT:**
- | | |
|-----------|-------------------------------------------------------------------|
| 1992-2005 | Bischof & Cockerill* |
| 1985-1991 | Chief Deputy District Attorney, Carson City, Nevada |
| 1981-1985 | Chief Criminal Deputy District Attorney, Carson City |
| 1980-1981 | Deputy Attorney General, State of Nevada |
| 1979-1980 | Law Clerk to District Judge Mike Griffin |
| 1976-1979 | Law School |
| 1973-1976 | Captain, 2nd Bat., 505th Inf., 82 nd Airborne Division |
| 1972-1973 | Lieutenant, Company E, 41st Infantry |
- REFERENCES:**
- Robert Stokes, Elko County Manager
 - Richard Stokes, Superintendent, Carson City School District
 - Greg Evangelatos, Fernley City Manager
 - Curtis Jordan, Superintendent, Lander County School Dist.
 - Donna Dreska, City Manager, City of Reno
 - Shaun Carey, Sparks City Manager
 - Jeff Page, Lyon County Manager
 - Mike Bumgartner, Superintendent, Humboldt County School District
 - Ed Epperson, Chief Executive Officer, Carson-Tahoe Regional Healthcare
 - Jeff Zander, Superintendent, Elko Cty Sch District
 - Candy Duncan, Ex. Dir., Carson City Convention & Visitors Bureau
 - Dan Newell, Yerington City Manager
 - Susan Johnson, Incline Village General Improvement District

Bob Adams, General Manager, Churchill County Communications
Nykki Holton, Lincoln County School District
Ellie Oppenheim, CEO, Reno Sparks Convention and Visitors Authority
Nancy Upham, Manager, Churchill County Mosquito District
T. Michael Brown, Douglas County Manager

REPRESENTED: Airport Authority of Washoe County, Carson City, *Carson City School District, Carson-Tahoe Regional Healthcare, Carson City Convention & Visitors Bureau, Churchill County Mosquito District, Churchill County Communications, Churchill County School District, Douglas County, East Fork Fire Protection District, Elko Central Dispatch Authority, Elko County, Elko General Hospital, Elko County School District, City of Ely, Eureka County School District, City of Fernley, Humboldt County School District, Incline Village General Improvement District, Lander County, Lander County School District, Lincoln County, Lincoln County School District, Lyon County, Lyon County School District, Mason Valley Fire Protection District; Mineral County, Mineral County School District, Mission Industries, North Lake Tahoe Fire Protection District (Incline Village), North Lyon County Fire Protection District, City of Reno, Reno-Sparks Convention And Visitors Authority, Storey County School District, Ridge Tahoe, City of Sparks, Tahoe Douglas Fire Protection District, Washoe School District, Western Nevada Development District, City of Yerington* *Italics = Current clients*

PERSONAL: Married 40 years with a 22-year old son.

* Bischof & Cockerill, 1992-2005. Bruce Bischof became Of Counsel to Bullard, Smith, Jemstedt & Wilson in Portland, Oregon effective on and after May 31, 2005.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND**

**Charles P. Cockerill
415 West Second Street
Carson City, NV 89703**

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

WHEREAS, Douglas County desires to employ an attorney to provide collective bargaining and other labor relation services; and

WHEREAS, Charles Cockerill (Consultant) has provided such services to Douglas County for the past three years; and

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

WHEREAS, Consultant represents that he is duly qualified, licensed and equipped 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 approved by the Douglas County Board of Commissioners.
2. **SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows: To provide collective bargaining and other labor relations service for Douglas County in its' dealing with recognized employee organizations as authorized by the County Manager.
3. **PAYMENT FOR SERVICES.** Consultant agrees to provide the services set forth in Paragraph Two at a cost of \$200.00 per hour beginning January 1, 2011 with a cap of \$50,000. In the event that billed services are going to exceed \$50,000, then Consultant must receive approval from the Board of Commissioners before continuing to provide services to the County. Consultant must document all work hours and submit monthly invoices. Consultant shall not charge for his travel time; however he may be reimbursed for reasonable and necessary costs and travel expenses in connection with providing his services, including the current IRS reimbursement rate per mile for travel. All invoices for payment shall be reviewed by the County Manager or his designee.

4. **INDEPENDENT CONSULTANT STATUS.** The parties agree that Consultant shall have the status of and shall perform all work under this agreement as an independent Consultant. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that Consultant is not a County employee and that there shall be:
- (1) No withholding of income taxes by County;
 - (2) No industrial insurance coverage provided by County;
 - (3) No participation in group insurance plans which may be available to employees of County;
 - (4) No participation or contributions by either the independent Consultant or County to the public employee's retirement system;
 - (5) No accumulation of vacation leave or sick leave provided by County;
 - (6) No unemployment compensation coverage provided by County; and
 - (7) The Consultant is not in the classified or unclassified service of County and has none of the rights or privileges available to officers, employees or other appointees of County.

5. **INDUSTRIAL INSURANCE.**

A. Consultant further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of County to make any payment under this appointment and in accordance with NRS §616B.627, to provide County with the following written statement from a qualified insurer to the County that states the following:

Charles Cockerill has entered into a Contract with Douglas County to provide collective bargaining and other labor relations service and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage that the Consultant is required to maintain shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

B. Consultant may, in lieu of furnishing a certificate of coverage, provide an affidavit indicating that he is a sole proprietor and that:

- (1) In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- (2) Is otherwise in compliance with those terms, conditions and provisions.

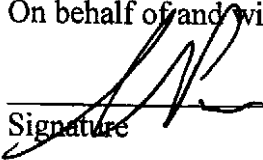
6. **TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party with ten days written notice. All monies due and owing up to the point of termination shall be paid by County.

7. **NEVADA STATE BAR LICENSE.** Consultant must notify the County if his license to practice law is suspended or revoked or if he is sanctioned in any manner by the Nevada State Bar.
8. **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 arbitrator to be selected from a list maintained by the Nevada Supreme Court of senior/retired district court judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.
9. **COMPLIANCE WITH APPLICABLE LAWS.** Consultant shall fully and completely comply with all applicable local state and federal laws, regulations, order, 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.
10. **ASSIGNMENT.** Consultant shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
11. **INSPECTIONS.** The books, records, documents and accounting procedures and practices of Consultant related to this contract shall be subject to inspection, examination and audit by Douglas County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, any Federal agency, or any authorized representative of those entities.
12. **DISPOSITION OF CONTRACT MATERIALS.** Consultant agrees that all materials that are prepared for the presentation may be copied and used by East Fork as they see fit with acknowledgement that Consultant developed the materials
13. **PUBLIC RECORDS LAW.** Consultant expressly agrees that all documents ever submitted, filed, or deposited with the County by Consultant (including those remitted to the County by Consultant, 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 § 0.039, or any governmental entity.
14. **INDEMNIFICATION.** Consultant 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 negligent performance of this contract by Consultant or Consultant's employees.

15. **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 County.

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

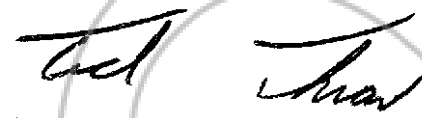
On behalf of and with authority to sign for Charles P. Cockerill:

 12/7/10
Signature (Date)

On behalf of and with authority to sign for Douglas County Board of Commissioners:

 12/14/10
Michael Olson, Chairman (Date)

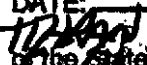
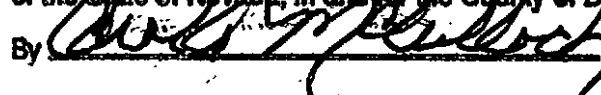
Attest:


Ted Thran, Douglas County Clerk

BY: 
CLERK TO THE BOARD

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: Dec 16, 2010
 Clerk of the 6th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By  Deputy