

Assessor's Parcel Number:   N/A  

Date:   JUNE 19, 2018  

Recording Requested By:

Name:   AUBREY BOUDREAU/COMMUNITY DEVELOPMENT  

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$   N/A  



00075154201809157800150151

KAREN ELLISON, RECORDER

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**CONTRACT #2018.125**  
(Title of Document)

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY**

AND

**BENDER ROSENTHAL INCORPORATED**

DOUGLAS COUNTY  
CLERK  
BY [Signature]

2018 JUN 19 AM 9:50

NO 2018.125

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Bender Rosenthal Incorporated, a California corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by December 31, 2018..

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

### **3. INDUSTRIAL INSURANCE.**

Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Bender Rosenthal Incorporated has entered into a contract with Douglas County to perform work from June 20, 2018 to December 31, 2018 and requests that the an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 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  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. Services To Be Performed.** The Parties agree that the personal services to be performed areas follows: Acquisition of four parcels (APNs: 1320-31-000-016; 1320-31-000-002; 1320-31-000-016; and 1320-31-000-002) appurtenant to the State Route 88 Culvert Expansion Project in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act. Exhibit A, which is attached hereto and incorporated by reference herein, sets forth the complete scope and fee for the services to be performed, together with legal descriptions and graphic illustrations of the easements.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed twenty-one thousand three hundred sixty Dollars (\$21,360) (the "Contract Price"). In addition, the County does not agree to reimburse Contractor for travel expenses and per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given an opportunity to cure the breach.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to

the prevailing party at the discretion of the court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

**12. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, 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.

**14. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:**

Douglas County  
Attn: Erik Nilssen  
1594 Esmeralda Ave  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-9063

**To Contractor:**

Bender Rosenthal Incorporated  
Yolanda Mantranga  
2825 Watt Avenue Suite 200  
Sacramento CA 95821  
Telephone: (916) 978-4900

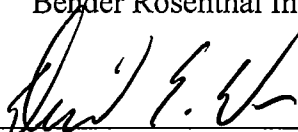


**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Bender Rosenthal Incorporated

By:



David B. Wraa  
President

(Date)

6/8/18

Douglas County

By:



Lawrence A. Werner, P.E.  
Douglas County Manager

(Date)

6/13/18

**BRI** BENDER  
ROSENTHAL  
INCORPORATED

May 25, 2018

ORIGINAL BY E-MAIL:  
[enilssen@douglasnv.us](mailto:enilssen@douglasnv.us)

County of Douglas  
C/O Mr. Erik Nilssen  
Public Works Department  
Minden, NV

Re: Culvert expansion project

Dear Ms. Nilssen,

We appreciate the opportunity to provide a scope and cost for the appraisal, easement acquisition and escrow services for your culvert expansion project.

Yoli is available to answer any questions and/or provide clarification of the information enclosed. She can be reached on 916-978-4900 ext. 232, or via email at [y.matranga@benderrossenthal.com](mailto:y.matranga@benderrossenthal.com).

Sincerely,

  
Brenda Schimpf, PMP, Broker  
Vice President



# **BRI** **BENDER ROSENTHAL INCORPORATED**

## **FIRM PROFILE**

Bender Rosenthal, Inc. (BRI) is a California-based real estate services firm that specializes in right of way, appraisal, relocation, project management, and land services. With 20 years of service delivery for both public and private sector clients, BRI has customized project-specific solutions to help their clients overcome almost every conceivable real property issue.

BRI is uniquely qualified to provide project management, appraisal and acquisition services for the County of Douglas (County) due to their vast experience throughout California working with local agencies on public works projects that utilize Federal, State and Local funding.

BRI is a company that makes a difference in the lives of their clients, their communities and the people they employ, and they are proud that one of the hallmarks of their staff is a drive for continuing education. There is nothing more important in what they do than their people, and they are committed to fostering a working environment based on quality, integrity and trust.

BRI's appraisal team includes seventeen (17) Certified General Real Estate Appraisers, nine (9) of whom possess the MAI designation. The acquisition and land services team are comprised of eleven (11) California licensed Real Estate Brokers and twenty-five (25) licensed Real Estate Salespeople, as well as 40+ agents providing land services for utility companies throughout California. Furthermore, they are also proud to offer five (5) Project Management Professionals (PMPs) certified by the Project Management Institute. Their experienced, educated, and dedicated professionals stand as examples of BRI's commitment to providing quality staff who understand complex real property issues.

BRI is a certified Woman-Owned Business Enterprise (WBE) and they have been honored to have been named as the Employer of the Year for IRWA Chapter 27 in 2011, 2012, and 2015, and the IRWA International Employer of the Year for 2016.

**Yolanda (Yoli) Matranga, SR/WA, R/W-NAC**, will serve as the Project Manager for this contract. Yoli is a Director of the BRI Acquisition Team with extensive experience with transportation and utility right of way acquisition, encroachment permits and utility coordination on State, Federal and Railroad projects involving the relocation of utilities. She has managed the engineering design of public works projects that required relocation of telecommunication/ electric facilities, contract administration, right of way and structure access organizations for two telecommunications companies and several competitive local interexchange carriers. She has collaborated with senior management and staff to develop service footprint for AT&T and Consolidated Communications, managed construction contracts valued in excess of \$18 million, formulated and administered capital and expense budgets for Right of Way departments.

Yoli is very familiar with right of way projects, as well as the appraisal, acquisition and relocation requirements. Her experience overseeing the Acquisition Team providing ROW Services for a variety of projects allows her to tailor her approach to maintain the schedule and meet the fiscal demands, while understanding stakeholder agencies have a heightened level of scrutiny for the ROW process.

## PROJECT UNDERSTANDING

The County of Douglas requires assistance to acquire four easements (permanent and temporary easements) on two properties for a culvert expansion from which the County has received a FEMA PDM Grant. Right of way tasks will include appraisal services, the preparation of Purchase and Sale Agreements, Drainage Easement and Temporary Construction documents. Upon project approval, BRI will commence appraisals or waiver valuations as deemed necessary by the County and provide an Independent Review Appraisal, if required. In preparation for the offer and negotiations, BRI will prepare acquisition documents for review by the County Counsel. BRI will mail the offers for owner's review. With the assistance of the County we will work to resolve any concerns or issues arising from the owners. No displacement of owners requiring relocation assistance is anticipated, however, there is the possibility of minor relocation of personal property for one owner. BRI will work with the County to provide escrow assistance.

## PROJECT SCOPE

### GENERAL RIGHT OF WAY TASK SERVICES

#### **ROW Task 1 Project Management**

Coordinate with the County and Right of Way Consultant to minimize risks associated with the project. Provide periodic updates to involved parties.

#### **ROW Task 2 Right of Way Appraisals**

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and

Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of

Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Permanent and/or Temporary Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)
- Complete appraisal reports within 5 weeks of notice to proceed. The fee for the report(s) is due upon completion.

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

### **ROW Task 2A Right of Way Appraisal Review**

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

### **ROW Task 3 Right of Way Acquisition**

BRI will be utilizing the services of Overland Pacific & Cutler (OPC) to assist with easement acquisitions. BRI will work with OPC to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. An offer letter will be prepared based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. OPC will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. OPC will contact each property owner at least 6 times within the first 60 days of approval to proceed. OPC will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and necessary acquisition documents for this project.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Notarize signatures.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
  - a. Go through the *acquisition steps* outlined; plus
  - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
  - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the County to accept, reject, or modify the counter-offer.
9. If the County accepts the counter-offer, BRI/OPC will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. OPC will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's subcontractor will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to County.

#### **ROW Task 4 Title and Escrow Services**

To facilitate the closing of right of way transactions, the project will provide escrow and title support as part of the scope of work. BRI is very knowledgeable in this area and has the staff necessary to help the County with their title and escrow needs. BRI has been instrumental in

providing lender's additional information as it relates to a proposed acquisition (especially if the acquisition has little or no effect to the real estate). Tasks to be considered include:

- Order two (2) Preliminary Title Reports @ \$750.
- Title Company to draft consent to easement, partial release and partial reconveyances.
- Work with title company to follow through with appropriate lenders, beneficiaries and trustees.
- Prepare and send Request for Invoice and Demand to the Title Company.

# BRI BENDER ROSENTHAL INCORPORATED

- Copy and forward fully executed purchase agreement from County. Forward approved executed copy to property owner.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and County).
- Prepare transmittal and forward closed files to the County.

## Condemnation Support (optional task)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

## PROJECT COSTS

Task 1.	Project Management – 4 hrs. @ \$190/hr.	\$ 760
Task 2	Appraisal Services – 2 @ \$4,500	\$9,000
Task 2A	Appraisal Review – 2 @ \$1,500 (May not be required)	\$3,000
Task 3	Acquisition Services 2 @ \$3,000/parcel (OPC Subconsultant-Not to Exceed) includes travel/mileage	\$6,000
Task 4	Escrow services 2 @ \$550/parcel	\$1,100
Direct	Title Report 2 @ \$750/parcel	\$1,500
<b>TOTAL:</b>		<b>\$21,360</b>



**2018 BILLING RATES**

Cydney Bender Reents, MAI	\$425/hr.*
David Wraa, MAI, ARA, AI-GRS	\$330/hr.*
Bob Morrison, PE, CA Real Estate Broker	\$330/hr.*
Principal Project Manager	\$250/hr.
Senior Project Manager	\$190/hr.
Project Manager	\$160/hr.
Senior Quality Control Auditor	\$175/hr.
Senior Project Controller	\$155/hr.
Quality Control Auditor	\$125/hr.
Project Controller	\$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$180/hr.*
Senior Appraiser	\$165/hr.
Appraiser	\$140/hr.
Junior Appraiser	\$110/hr.
Senior Acquisition Agent	\$160/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Specialist	\$155/hr.
Relocation Specialist	\$135/hr.
Senior Project Coordinator	\$130/hr.
Project Coordinator	\$100/hr.
Principal Land Agent	\$140/hr.
Senior Land Agent	\$120/hr.
Land Agent II	\$105/hr.
Land Agent I	\$90/hr.
Researchers	\$ 80/hr.
Administration Support II	\$ 75/hr.
Administrative Support I	\$ 60/hr.

\*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

19<sup>th</sup> day of August 2018  
By [Signature] Deputy