

Recorder's Office Cover Sheet

Recording Requested By:

Name: ZACH WADLE

Department: DISTRICT ATTORNEY'S OFFICE



00170758202309988350060065

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



Stradling Yocca Carlson & Rauth
A Professional Corporation
275 Hill Street, Suite 270
Reno, NV 89501
775 393 1950
stradlinglaw.com

Scott W. Shaver
775 393 1955
sshaver@stradlinglaw.com

June 16, 2023

Zachary Wadle
Deputy District Attorney
Douglas County
P.O. Box 218
Minden, Nevada 89423

FILED
NO. 2023.170
7/24/23
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY JD DEPUTY

RE: General Obligation (Additionally Secured by Pledged Revenues) Bonds, Series 2023/2024 and Medium-Term Bonds, Series 2023/2024

Dear Zach:

We thank you for the opportunity to act as bond counsel to Douglas County, Nevada (the "County") in connection with the above-referenced financings (collectively, the "Financings"). Our services will include those normally performed by bond counsel. We will advise you as to the requirements of the law in connection with the Financings. We will also prepare all legal proceedings needed preliminary to and in the closing of the Financing in so far as they relate to legality and enforceability. All proceedings that we prepare would be prepared in collaboration with you and other appropriate representatives of the County.

We are attaching our normal Terms of Retention, which is an integral part of our retention agreement. If this letter, including the attached Terms of Retention, accurately reflects the County's understanding of our relationship, please have the County Manager acknowledge her approval and acceptance of these terms by signing and returning this letter to me. I would be happy to answer any questions you might have.

We appreciate the opportunity to continue to be of the service to the County.

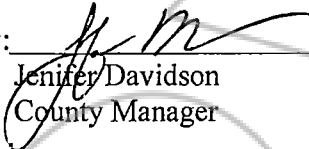
Very truly yours,

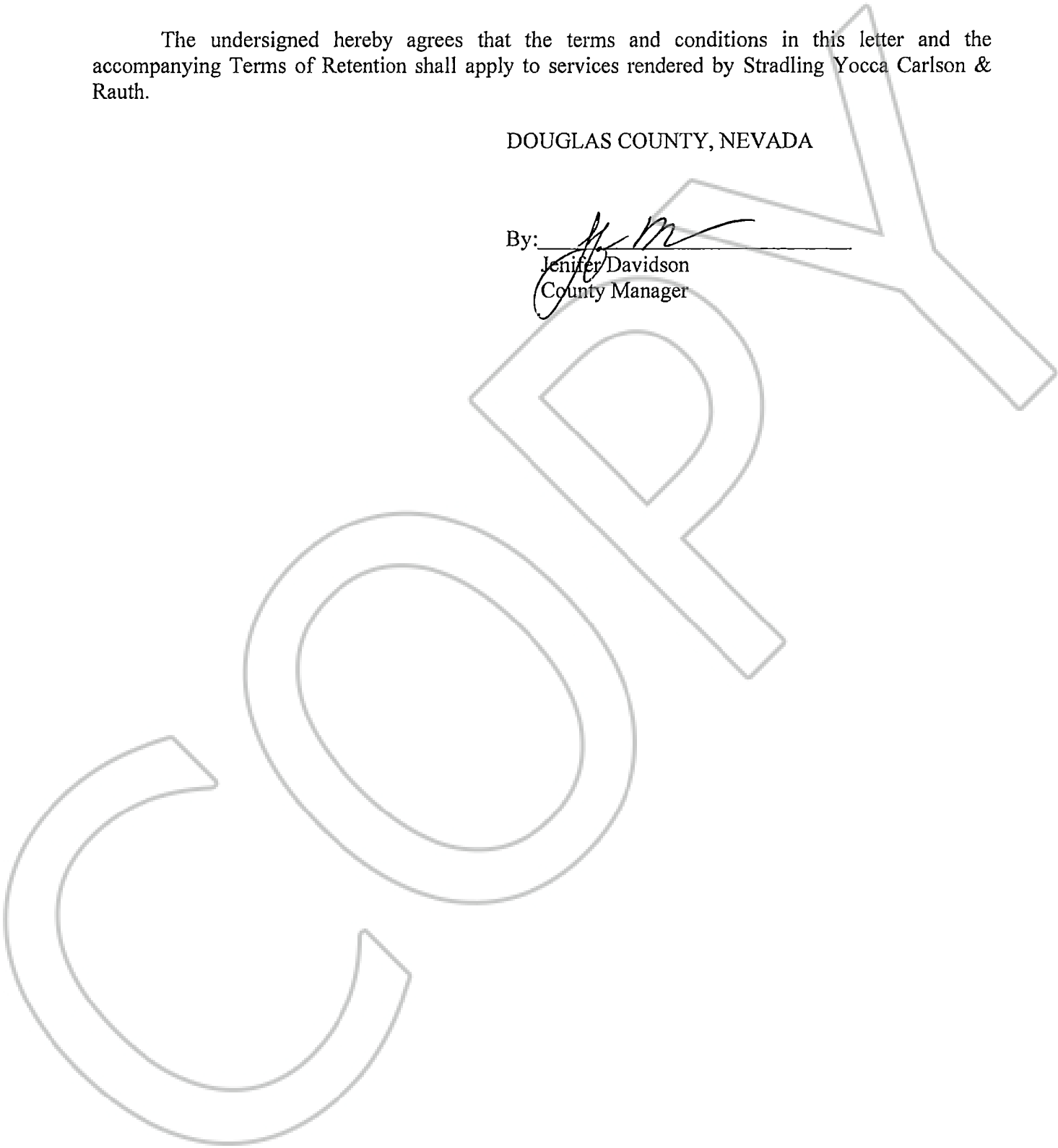
Scott W. Shaver

Enclosure

The undersigned hereby agrees that the terms and conditions in this letter and the accompanying Terms of Retention shall apply to services rendered by Stradling Yocca Carlson & Rauth.

DOUGLAS COUNTY, NEVADA

By: 
Jennifer Davidson
County Manager



**TERMS OF RETENTION
OF
STRADLING YOCCA CARLSON & RAUTH**

1. **Fees and Costs.** Stradling Yocca Carlson & Rauth is compensated for its services based primarily on the value of the services and the time spent performing them. The amount of fees charged on your statement will be a flat fee paid at the closing of the Financings. If the County decides not to proceed with either or both Financings, we will bill the County for our time based upon our current hourly rates detailed in Exhibit A hereto. We currently estimate that such fees for both Financings will be between \$150,000 and \$200,000, depending upon whether the Medium-Term Financing is publicly offered, which would require the preparation of an Official Statement. Such fees will include all fees incurred to date on the Financings (including prior iterations of the Financings) and all costs incurred by the firm.

2. **Termination by You.** You have the right at any time, in your sole discretion, to terminate our services and representation. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably necessary thereafter.

3. **Termination by Us.** We reserve the absolute right to withdraw from representing you if, among other things, you fail to honor the terms of our agreement, you fail to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on your behalf. If necessary in connection with litigation, we would request leave of court to withdraw.

4. **Date of Termination.** Our representation of you will be considered terminated at the earlier of (i) your termination of our representation, (ii) our withdrawal from our representation of you, or (iii) the substantial completion of our substantive work for you.

5. **Related Activities.** If any claim or action is brought against us or any personnel or agents of the firm based on your negligence or misconduct, or if we are asked to testify as a result of our representation of you or must defend the confidentiality of your communications in any proceeding, you agree to pay us for any resulting fees, costs, or damages, including our time, even if our representation of you has ended.

6. **No Guarantee of Outcome.** We do not and cannot guarantee any outcome in a matter.

7. **Insurance.** We hereby advise you that this firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to you.

8. **Client.** This firm's client for the purpose of our representation is only the person or entity identified in the letter accompanying these Terms of Retention. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, or employees.

9. **Payment Notwithstanding Dispute.** In the event of any dispute that relates to our entitlement to any payment from you, all undisputed amounts shall be paid by you. Any amounts in any client trust account held on your behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

10. **Conflict of Interest.** Because the Public Finance Department of the Firm specializes in all aspects of public finance in various states, it is likely that the Firm will represent the County's financial consultant, liquidity providers, paying agent, purchaser, and/or the underwriters for its bond issues in future bond transactions. During the term of this Agreement, the Firm will not accept a representation of any of these parties in any matter in which the County is an adverse party. However, the County consents to the Firm's representation of such parties in transactions that do not directly or indirectly involve the County.

11. **Primary Attorney.** Scott Shaver, who is a licensed Nevada lawyer and resident of our Reno, Nevada office, will be the principal lawyer involved in performing legal services for the County pursuant to this letter. In addition, Mr. Shaver may be assisted in performing these legal services by lawyers in our non-Nevada offices who are not licensed to practice law in Nevada. We sometimes consult with these lawyers in attempting to resolve questions of municipal law and municipal finance law that we are faced with, and these lawyers also sometimes assist us in legal research and document drafting. In any event, Scott Shaver will be responsible for all legal services and legal work rendered to you pursuant to this letter and all formal legal opinions will be rendered and executed by Scott Shaver, on behalf of the Firm.

EXHIBIT A

RATES*

SHAREHOLDERS

RATE

SCOTT W. SHAVER
CAROL LEW

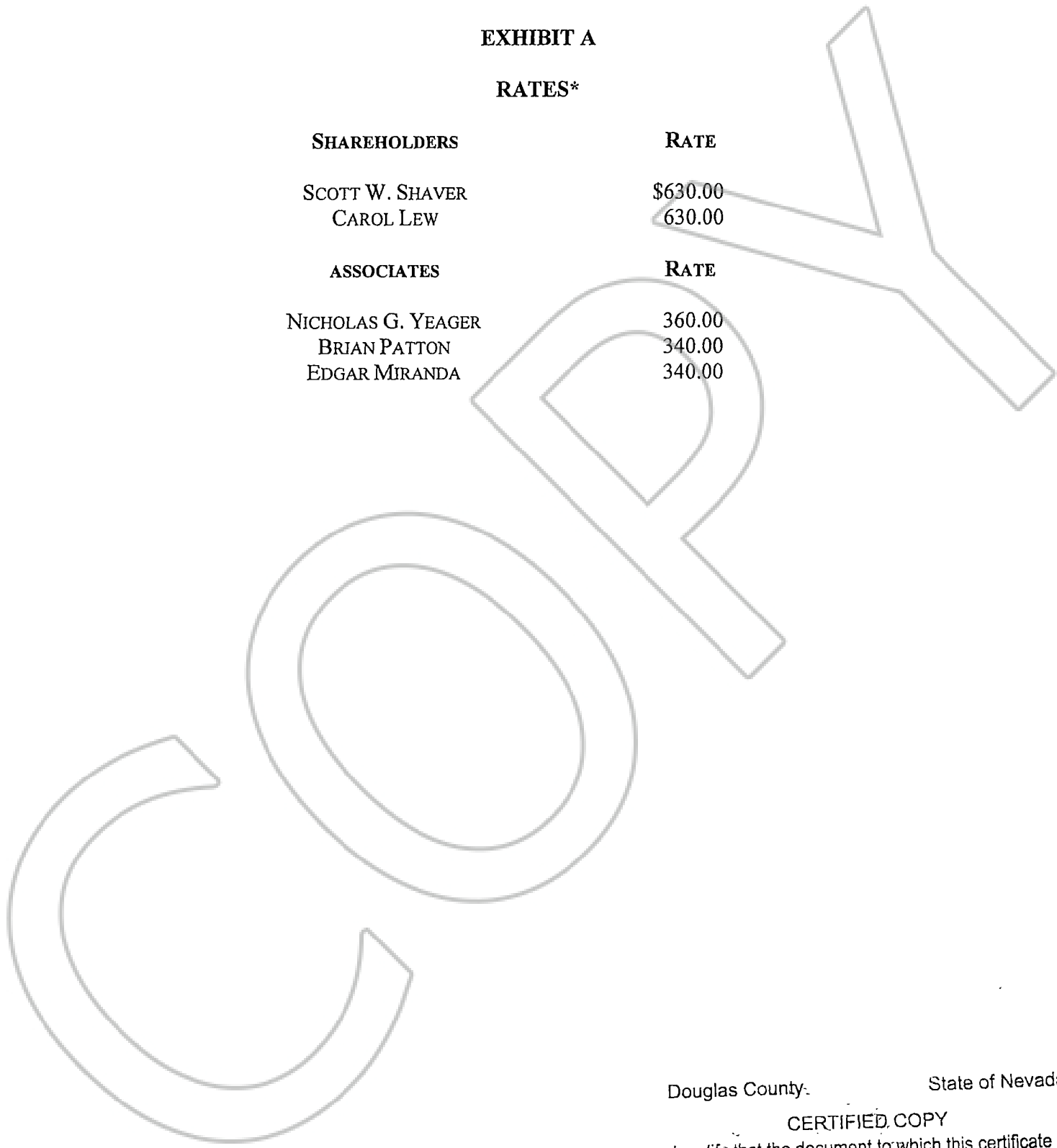
\$630.00
630.00

ASSOCIATES

RATE

NICHOLAS G. YEAGER
BRIAN PATTON
EDGAR MIRANDA

360.00
340.00
340.00



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 24th day of July, 2023

By *[Signature]* Deputy