MEMORANDUM

TO:        Board of Trustees
FROM:      Steven J. Pinkerton
           General Manager
SUBJECT:   General Manager’s Status Report
           Prepared for the meeting of December 12, 2018
DATE:      December 3, 2018

Financial Transparency

The Monthly District Financials are posted on the Financial Transparency page

Through the first four months of the Fiscal Year, District-wide revenues are
$726,714 ahead of projected budget and District-wide operating uses are
$899,088 below projected budget. In total, we are $1.625 million to the good for
year to date budget. The five month totals will be posted shortly.

The Capital Improvement Report for the first quarter of the Fiscal Year is now
available on the Financial Transparency page.

Also a reminder that the Month and Year Ending June 30, 2018 (Pre-Audit) is now
posted as well. As June 30 is the end of the Fiscal Year, these financials provide
the final pre-audit numbers for the 2017-18 Fiscal Year.

Venue Status Reports

Just a reminder that Venue Status reports are available on a monthly basis for key
venues and operations. Reports are prepared for Public Works, Parks &
Recreation, Finance/Accounting, Risk Management, Human Resources and Ski
and Golf when they are in season.

These reports are used to provide the Board of Trustees and the community with
a summary of the activities for each venue, including significant expenditures
performed under the General Manager’s authority. For example, the Public Works
status report for September notes that two new construction contracts were issued
that month valued at $24,783 and $53,400.
In addition, it provides real time updates of construction in progress. For example, the September Public Works Status Report provides detailed information on the one major project currently underway. It notes the Original Contract Amount, Change Orders to Date, Current Total Contract Amount, Total Payments for Work Completed to Date, and Current Balance to Completion (including retainage). It also includes updates on two Sewer Pump Replacement projects.

This report also includes monthly updates on Public Works benchmarks. For example, customer service requests in October numbered 101, slightly below the three-year average of 105. There were only 4 Trash Complaints (actual call-outs) in October; well below the 60 last October. Wastewater flow was at 24 million in October, just below the 25 million for the three-year average.

Additionally, the report includes an update on activities related to Waste Not and the Tahoe Water Suppliers Association for which the District provides management oversight. This section of the report provides a link to the 2016 IVGID Public Works Sustainability Report (https://www.yourtahoeplace.com/public-works/waste-not/waste-not-programs/sustainability). This report features a sustainability metrics evaluation system and documents Public Works program milestones.

The Finance/Accounting and Risk Management Status Report for October provides an update on the District’s annual audit and a number of other timely issues. It also outlined the District’s latest Risk Management and Safety Initiatives.

The Venue Status reports are typically posted by the middle of each month and can be accessed on the District’s “Resources” web page.

**Bidding Opportunities**

The District’s “Resources” web page also includes a Bidding Opportunities link for businesses and the community.

Invitations to Bid and a quarterly update of projects awarded in excess of $25,000 in value since April 30, 2015 along with a link to pertinent Nevada Revised Statutes (NRS) code sections related to procurement and contracts are included in this section of the web page.

In addition, it includes a link to planetbids.com, which is where interested parties can search for District bid opportunities and review all bid documents. For recent bidding opportunities, it includes a list of prospective bidders and bid results.
Capital Projects Update

WRFF Aeration System Improvements
District Staff have reviewed and commented on the 30% design plans. Pending Board approval of the design contract, Jacobs will move forward with the design documents and ultimately construction documents scheduled to be completed in the Spring 2019.

Sewer Pump Station #11
This package pump station is currently being built by Smith and Loveless, Inc. in Kansas, MO. Delivery date is December 14, 2019. Upon delivery, the installation will be scheduled with the District Staff.

Burnt Cedar Water Disinfection Plant (BCWDP) Improvements
The BCWDP has two projects underway. San Joaquin Electric is currently under contract to replace two drives at the plant. San Joaquin Electric has run the conduit in preparation for two new floats and are currently constructing the panels which house the drives for installation. The installation is anticipated to be in March, 2019, while water demand is at its lowest. The BCWDP is also in the design and programming stage for an upgraded network security system with the first phase of a firewall in the procurement stage. Installation is anticipated for January 2019.

Administration Kitchen Renovation
This project is a small remodel in the lower level of the Administration Building. Birdseye construction was awarded this competitively bid project. Birdseye construction anticipates completion of this small project by December 10, 2018.

Public Works Office Reconfiguration
This project constructs an office for the Compliance Manager, within the existing footprint of the Public Works building. Bruce Pervus Construction was awarded this competitively bid project. Construction is anticipated to be completed by December 28, 2018.

Recreation Center Condensing Units 2/4
This project replaces two condensing units at the Recreation Center. This work was competitively bid and awarded to Building Control Systems, Inc. The work to replace the two Air handing units, which heat and cool the Recreation Center, was schedule at a time when the temperatures would not require heating and cooling. Unit 2 was installed the week ending November 30, 2018, Unit 4 is scheduled for installation and commissioning the week ending December 3, 2018.
Incline Park Ballfields Renovations
The project is currently out to bid with a construction schedule covering May through October 2019.

ADA Access for Mountain Golf Course Bathrooms
The project is currently out to bid with a construction schedule covering May through June 2019.

Other Projects
The Water Reservoir Safety and Security Improvements will be bid in January, 2019.

Burnt Cedar Pool
Recently, the District retained Terracon to perform an evaluation of the existing shells for both pools at Burnt Cedar to determine prospective cause(s) of potential differential settlement and to develop recommendations for additional testing. In addition, they conducted a geophysical inspection of the exposed pool deck, pool shells, walls and floors. We expect to get an update on the results of the evaluation prior to the Board of Trustees Meeting.

IVGID Quarterly – Special Edition
IVGID property owners should all be in receipt of the latest edition of the IVGID Quarterly. Along with the traditional high quality editorial content, this special edition includes a 2018-2019 wall calendar suitable for posting in all homes and businesses. The calendar is filled with information about IVGID venues and the dates for hundreds of events and activities are listed on every calendar page.

Washoe County Federal Lands Bill
On September 12, 2018, I sent you a letter from the Chair of the Washoe County Board of County Commissioners regarding the status of the Washoe County Economic Development and Conservation Act (also referred to as the Washoe County Federal Lands Bill). The letter informed IVGID that they would not be able to include any of our parcels in their request for federal legislation. In each case, the land was removed in part, due to opposition from the U.S. Forest Service. Washoe County did indicate that the U.S. Forest Service would be willing to entertain proposals for potential lease of the parcels by IVGID, which has always been our understanding.

On October 5, 2018, Washoe County Commissioner Berkbigler and Jamie Rodriguez, Washoe County Government Affairs Manager, toured the U.S. Forest Service Parcel across from Incline High School. This is one of the parcels included in IVGID’s December 2016 request for inclusion in the Washoe County Lands Bill.
Washoe County Commissioner Berkbilger and Ms. Rodriguez were educated about the benefits that could accrue to both the U.S. Forest Service and IVGID from a potential transfer of this property.

Ms. Rodriguez volunteered to facilitate a meeting between IVGID and the U.S. Forest Service to discuss the potential benefits in more detail. The U.S. Forest Service has not yet provided a time for a potential meeting.

**Director of Golf**
As noted in the last update, Michael McCloskey's last day with the District was November 17, 2018. Championship Golf Pro Kyle Thornburgh is serving in the interim role until a permanent replacement is hired.

Staff is working the Professional Golfers Association (PGA) and Borders Golf Group to develop an updated job description. In addition, both groups will be assisting with the recruitment process as well, with Borders taking the lead role. The goal is to have the position filled by early February and the new Director on site by April 1, 2019.

**Legal Services Contract Extension**
In late August, the Board authorized the General Manager to proceed with a process of identification, review, selection and proposed appointment for District Legal Counsel effective January 1, 2019. Vice Chairman Horan was selected to serve on the selection committee.

Staff anticipates completing the selection process this month, but not in time for approval at the December 12, 2018 Board of Trustees meeting. It is anticipated that the proposed selection would be presented for Board consideration at the January Board of Trustees Meeting.

The current contract with legal counsel expires on December 31, 2018. Legal Counsel has agreed to honor the terms of the existing contract (letter is attached) until a selection is made.

**2018 Golf Tournaments**
During the verbal Golf Presentation, at the November 13, 2018 meeting, Trustee Callicrate inquired about the number of golf tournaments conducted at the golf courses during the 2018 season; here is that information:

At the Championship Course, there were 55 outside events with 37 held during prime time (June 15-August 31) and at the Mountain Course, there were 24 outside events, with 12 of those during prime time.
November 28, 2018

Via Electronic Mail Only: steve_pinkerton@ivgid.org

Incline Village General Improvement District
Attention: Steve J. Pinkerton
General Manager
893 Southwood Boulevard
Incline Village, NV 89451

Re: Hutchison & Steffen
Expiration of Retainer Agreement with Reese Kintz Guinasso, LLC

Dear Steve:

As you know, the current Retainer Agreement entered into by and between Incline Village General Improvement District and the Law Offices of Reese Kintz Guinasso, LLC (the “Current Agreement”) is scheduled to expire on January 1, 2019 (the “Expiration Date”). A copy of the Agreement is attached hereto as Exhibit “A.” It is our understanding that IVGID will have not yet concluded its selection process for General Counsel Legal Services by the Expiration Date of the Current Agreement; therefore, Hutchison & Steffen, PLLC will honor the terms and conditions of the Current Agreement until the IVGID staff and Board completes its selection process and executes a new agreement for general counsel legal services with the appointed candidate. Furthermore, Hutchison & Steffen, PLLC will take over billing for legal fees and expenses until IVGID has entered in to a new general counsel legal services agreement.

Should you have any questions, please do not hesitate to contact me directly. Thank you.

Very truly yours,

Hutchison & Steffen, LLC

Jason D. Guinasso, Esq.
For the Firm

JD:bf
cc: Devon T. Reese, Esq. (Via E-mail Only)
EXHIBIT A

EXHIBIT A
RETAINER AGREEMENT

By and Between

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

And

THE LAW OFFICES OF REESE KINTZ GUINASSO, L.L.C.
## TABLE OF CONTENTS

**IVGID ATTORNEY RETAINER AGREEMENT**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recitals</td>
<td>2</td>
</tr>
<tr>
<td>1. Retainer Agreement</td>
<td>3</td>
</tr>
<tr>
<td>2. Term</td>
<td>3</td>
</tr>
<tr>
<td>3. IVGID Attorney Services</td>
<td>3</td>
</tr>
<tr>
<td>4. Additional IVGID Attorney Legal Services</td>
<td>8</td>
</tr>
<tr>
<td>5. Special Counsel Services</td>
<td>9</td>
</tr>
<tr>
<td>6. Compensation For Special Services</td>
<td>11</td>
</tr>
<tr>
<td>7. Use of Necessary Consultants Or Other Special Counsel; Approval Procedure</td>
<td>14</td>
</tr>
<tr>
<td>8. Disclosure</td>
<td>14</td>
</tr>
<tr>
<td>9. Contract Administration</td>
<td>17</td>
</tr>
<tr>
<td>10. General</td>
<td>17</td>
</tr>
<tr>
<td>11. Appointment</td>
<td>19</td>
</tr>
</tbody>
</table>

Exhibit A: Exemplary Form of Legal Services Work Order No. 21
THIS RETAINER AGREEMENT (the "Retainer Agreement") is entered into by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("IVGID") and the law firm of REESE KINTZ GUINASSO, L.L.C. ("Firm") and is effective as of the 1st day of January 2017.

RECITALS

WHEREAS, IVGID and Firm desire to engage in a stable and flexible long term contractual relationship whereby IVGID can recognize pricing efficiencies for legal services and the Firm is available to provide service as IVGID Attorney, as well as additional legal services on an as needed basis, in a thoughtful and cost effective manner; and

WHEREAS, IVGID and Firm desire to respectively receive and provide legal services specifically described herein pursuant to this Retainer Agreement;

WHEREAS, IVGID and Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Firm and IVGID, between IVGID Attorney and IVGID, or between IVGID and any Firm Attorney, but defines a relationship between the parties wherein the Firm, its officers and employees, including those designated IVGID Attorney or Assistant IVGID Attorney are in fact independent contractors of IVGID and remain solely the employees of the Firm; and

WHEREAS, Firm reserves its independence to act within the limits imposed by law and professional obligations such that IVGID's policy objectives during the representation will be furthered through means the Firm considers appropriate under its professional obligations after consultation with IVGID and as may otherwise be required by the rules regulating the Nevada Bar.

NOW, THEREFORE, it is agreed as follows:

Retainer Agreement: IVGID and RKG
Presented at 08/24/2016 IVGID BOT Mtg
1. **RETAIENER AGREEMENT.** This Retainer Agreement restates, supersedes, and replaces all prior agreements between the parties concerning the provision of legal services in the manner and under the terms described in this Agreement.

2. **TERM.** The term of the Agreement shall be for a period of two (2) years, commencing on January 1, 2017, subject to termination, as set forth in Section 10.3 below.

3. **IVGID ATTORNEY SERVICES.**

3.1. Firm will provide legal services as IVGID Attorney to IVGID relative to the direction of the IVGID General Manager as prescribed under Resolution 1480, the District's personnel management policy, which states, "the General Manager shall be responsible for coordinating the work of the Attorney with the activities of IVGID Staff, and the Board of Trustees."

3.2. IVGID Attorney shall serve as chief legal advisor to IVGID Board of Trustees, IVGID General Manager, and all IVGID departments and offices. IVGID attorney shall represent IVGID in all legal proceedings, except as set forth in Section 3.6.6 below.

3.3. For purposes of this Retainer Agreement Devon T. Reese, Esq. and Jason D. Guinasso, Esq., of Firm shall be designated as IVGID Attorney ("Designated Lawyer"). The Designated Lawyer of the Firm serving as IVGID Attorney for IVGID may be substituted following notice to IVGID General Manager.

3.4. Firm shall also designate one or more attorneys, who along with the Designated Lawyer shall serve accompanied by other members of the Firm, and IVGID shall have access to the complete complement of practice groups and breadth of experience of Firm attorneys along with the full statewide resources of the Firm.
3.5. The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of IVGID to achieve the goals of IVGID as determined by the IVGID Board and the IVGID General Manager. The Agreement contemplates that the work will be assigned to IVGID Attorney by IVGID General Manager. Such legal services, as enumerated below, are to be provided as IVGID Attorney Legal Services on a monthly retainer basis, and supplemented by additional IVGID Attorney Legal Services, as enumerated below, on an hourly basis as approved by work order. Additional Special Counsel Legal Services will also be provided separately by the Firm or other firms on an hourly basis by separate work orders for special services or as otherwise approved by IVGID General Manager as provided in Sections 4 and 5 hereof.

3.6. IVGID Attorney Legal Services encompass the following:

3.6.1. Attend one IVGID Board meeting per month.

3.6.2. Attend one IVGID workshop per month;

3.6.3. Review and approve meeting agendas to ensure that they are in compliance with the Nevada Open Meeting Law.

3.6.3.a. Open Meeting Law complaints resulting out of reviewed and approved meeting agendas by Counsel shall fall under the services covered by the monthly retainer fee. Open Meeting Law complaints resulting from unreviewed or unapproved meeting agendas or actions taken during the meeting that the Board elects to do without seeking advice from Counsel shall fall under 4. Additional IVGID Attorney Legal Services and/or 5. Special Counsel Services as defined in this agreement. Rates for these
two services are included in 6.3 and 6.4 respectively in this agreement.

3.6.4. Provide up to four training sessions for IVGID Board and staff each year that will help to reduce questions by IVGID Board and staff about legal issues and reduce IVGID's risk in its operations or, in the alternative, attend up to four additional workshops, retreats or other meetings at the request of the General Manager.

3.6.5. Participate in up to one weekly conference either in person or via teleconference (as required by IVGID General Manager) at a regular time to be mutually determined by IVGID General Manager and IVGID Attorney that will include IVGID Manager and Department Heads (also referred to commonly as the “Senior Team”) to identify and discuss outstanding legal issues, discuss projects both proposed and in development, share information associated with services to be provided by the Firm, and address the means to serve IVGID's legal needs;

3.6.6. Participate in up to one bi-weekly conference with the Director of Human Resources, the Director of Public Works, and other Department Heads and Directors as requested, either in person or via teleconference, at a regular time to be mutually determined by IVGID Attorney and Department Head or Director to identify and discuss outstanding legal issues, discuss projects both proposed and in development, share information associated with services to be provided by the Firm, and answer questions.

3.6.7. Assist IVGID Clerk or other designee with responses to public records requests.
3.6.8. Develop and implement a procedure to provide prompt responses to IVGID General Manager with date stamping (or other tracking for accountability purposes) of all internal requests for legal services and to coordinate that work with IVGID General Manager’s work-plans and develop appropriate quality control and establish with the IVGID General Manager benchmarks to measure performance under this Agreement;

3.6.9. Develop and submit a budget for providing legal services (including additional IVGID Attorney Legal Services) for each fiscal year as requested and in the format required by IVGID General Manager and develop and submit to IVGID General Manager a budget for any additional IVGID Attorney Legal Services not included in the budget and any Special Counsel Services when authorized either upon request in advance of receiving a work order or within 10 days of receiving a work order for those services and thereafter to update the budget regularly and seek approval from IVGID General Manager for increases in the budget and before performing work that will exceed the budget for that work (except in an emergency and upon approval by IVGID General Manager);

3.6.10. Provide administration and periodic oversight and review of all special counsel engagements (including those involving other law firms or attorneys), or use of consultants necessary to support all special counsel engagements, including review, analysis and recommendation regarding payment of all billings by special counsel, including consultants;

3.6.11. Provide legal advice to IVGID Board and participate in individual calls with IVGID Board
members in order to provide advice to the Board regarding upcoming I VGID Board agenda items or ethics inquiries and participate in the preparation of agendas for I VGID Board and be prepared to offer legal advice on all agenda items at meetings of the Board or other committees and public bodies the Board shall appoint;

3.6.12. Provide to I VGID General Manager a monthly report that describes the status of all outstanding matters and provides such other information regarding the matters being handled by the Firm under this Agreement;

3.6.13. Facilitate the adherence to provisions of I VGID Ordinances, Resolutions and Policies, and contracts and drafting appropriate ordinances, resolutions, legislation, service agreements, inter-local agreements, and other contracts, documents and instruments to collaboratively and cooperatively achieve I VGID's objectives in the most cost effective and time efficient manner;

3.6.14. Provide review and input for vendor contractors or contemplated purchases to assist venue or accounting staff.

3.6.15. Clearly distinguish between legal advice and business advice when providing services to the Board, General Manager and staff;

3.6.16. Provide the Board and I VGID General Manager timely updates regarding changes in the law (legislation or cases) that may affect I VGID operations, policies or activities; and

3.6.17. Provide the I VGID General Manager with options to cost effectively handle all legal matters incorporated in this Agreement while retaining
the high quality of legal services through the use of forms, the use of lower priced staff, various alternate billing methods including using special counsel, temporary employees, task based billing, or other methods of charging for services or service delivery.

3.6.18. I VGID Attorney Legal Services do not encompass or include Additional I VGID Attorney Legal Services or Special Counsel Legal Services described herein, nor bond counsel, disclosure counsel or other legal services not specifically included in this subsection.

4. ADDITIONAL I VGID ATTORNEY LEGAL SERVICES.

4.1. Additional I VGID Attorney Legal Services encompass the following:

4.1.1. Attend, as reasonably required or requested, all meetings of I VGID Board not described in the foregoing subsection as I VGID Attorney Legal Services, and attend meetings with third parties or I VGID staff and/or I VGID Department Heads, as reasonably required or requested by I VGID General Manager.

4.1.2. Represent I VGID in the acquisition and disposition of real property rights and interests in the normal course of business, including the issuance of title insurance commitments and policies;

4.1.3. Coordinate, in concert with I VGID General Manager, with legal counsel and other professionals representing governmental agencies or third parties on routine legal matters affecting I VGID in the normal course of business;

4.1.4. Attend Ordinance and/or code enforcement hearings and defend decisions of I VGID General Manager and Senior Staff in court of law and/or
before administrative agencies;

4.1.5. Perform other legal services which IVGID and Firm mutually agree are outside the normal and regular scope of day-to-day general counsel services, including special legal projects of a significant nature outside the normal day-to-day representation of IVGID;

4.1.6. Prosecute or defend litigation as directed by the IVGID General Manager, including mediation, validation proceedings, and arbitrations before administrative boards, arbitrators, mediators, courts of all levels of the county, state or federal governments and report to the IVGID General Manager on that litigation regularly; and

4.1.7. Prosecute or defend appeals in the courts of this state and the federal government and administrative boards having jurisdiction over matters affecting IVGID as directed by the IVGID General Manager.

4.1.8. Special Counsel Legal Services described in Section 4 hereof,

4.1.9. Bond counsel and disclosure counsel services.

4.1.10. The provision of Additional IVGID Attorney Legal Services shall be conditioned upon a scope of services as directed or authorized by IVGID General Manager and shall be set forth in a written work order in substantially the form attached hereto as Exhibit "A";

5. SPECIAL COUNSEL SERVICES.

5.1. Firm shall also be available to provide Special Counsel Legal Services to IVGID. Special Counsel Legal Services are to be provided on an hourly basis or by task based billing or other billing arrangements as agreed upon by the parties in advance and commenced by separate work orders as described in this Agreement and as agreed by the parties. Such services are of a nature that require recognized expertise, experience, or specialized subject
matter knowledge and focus above and beyond routine or normal day-to-day IVGID Attorney Legal Services or Additional IVGID Attorney Legal Services, and shall generally include the following:

5.1.1. Providing advice, research, and assistance on extraordinary IVGID administration or operational matters and negotiations;

5.1.2. Rendering written memoranda or opinions outside the scope of IVGID Attorney Legal Services or Additional IVGID Attorney Legal Services and which expose the Firm to significant liability;

5.1.3. Providing advice and research on the feasibility and legal sufficiency of statutory and alternative revenue sources, including the development or implementation of special assessment, impact fee, user fee, extraordinary revenue, utility fee or rate programs;

5.1.4. Negotiating, preparing, obtaining, delivering, and filing all documents in connection with the closing on any acquisition, contribution, sale, exchange, or disposition of any significant IVGID assets or systems requiring the financing thereof, including real and personal property associated with such IVGID assets or systems;

5.1.5. Nominally acting as a lobbyist before any legislative, administrative, or executive branch of government (such services, if extensive, may require a separate engagement);

5.1.6. Legal formulation, negotiation, drafting, and implementation of special or significant IVGID programs or initiatives;
5.1.7. The provision of Special Counsel Legal Services shall be conditioned upon a scope of services as directed or authorized by IVGID General Manager and shall be set forth in a written work order in substantially the form attached hereto as Exhibit "A";

5.1.8. Special Counsel Legal Services described in this section do not include bond counsel, disclosure counsel, underwriter's counsel, or other legal services which are already or will be the subject of other separate agreements with IVGID, or are premised upon negotiated fees; or other legal services otherwise subsequently agreed to between the parties or third parties.

6. COMPENSATION FOR PROFESSIONAL SERVICES.

6.1. Firm will be compensated for IVGID Attorney Legal Services at the monthly retainer rate as authorized herein. Firm will be compensated for Additional IVGID Attorney Legal Services and Special Counsel Legal Services at hourly rates as authorized herein. Unless otherwise agreed to by the parties in separate writing, Firm will be compensated for legal services at negotiated and hourly rates as authorized herein.

6.2. The Firm will be compensated for IVGID Attorney Legal Services at the Firm's following monthly retainer rate:

6.2.1. **Ten Thousand Dollars ($10,000) per month** to be billed at the beginning of each calendar month for work to be performed and paid within thirty (30) days.

6.2.2. An IVGID recreational pass will be made available to requesting Designated Lawyer on an as needed basis to conduct IVGID Business.
6.3. The Firm will be compensated for Additional IVGID Attorney Legal Services for hourly work at the following hourly rates:

6.3.1. **A blended rate of $150 per hour** of attorney time (recorded and billed in increments no greater than 0.10 hour segments);

6.3.2. Firm paralegals or law clerks at the **rate of $75.00 per hour** (recorded and billed in increments no greater than 0.10 hour segments), dependent upon experience and expertise. Firm agrees to assign matters to paralegals and law clerks to achieve the most cost effective service in IVGID's best interest.

6.3.3. Firm agrees not to bill for the services of more than one attorney (or paralegal/law clerk or combination of attorney, paralegal/law clerk) who attends the same meeting, conference or event unless approved in advance. Firm agrees to assign work to attorneys, paralegals and law clerks in a manner to achieve the most cost effective benefit to IVGID as is in IVGID's best interest.

6.4. The Firm will be compensated for Special Counsel Legal Services for hourly work at the following discounted and blended hourly rates:

6.4.1. **A blended rate of $250 per hour** of attorney time (recorded and billed in increments no greater than 0.10 hour segments);

6.4.2. Firm paralegals or law clerks at the **rate of $90.00 per hour** (recorded and billed in increments no greater than 0.10 hour segments), dependent upon experience and expertise; and
6.4.3. (c) Firm agrees to assign work to attorneys, paralegals and law clerks in a manner to achieve the most cost effective benefit to IVGID as is in IVGID's best interest and Firm agrees not to bill for the services of more than one attorney (or paralegal/law clerk) who attends the same meeting, conference or event unless approved in advance.

6.5. No attorney time shall be charged for any travel to IVGID or for travel to any meetings of IVGID Board if held within Washoe County, Douglas County or Carson City.

6.6. The Firm shall also be entitled to receive reimbursement for actual costs incurred such as, long distance telephone charges, overnight delivery charges, and travel expenses when such travel is necessary and requested from outside of Washoe County, Douglas County or Carson City; however, no other overhead charges will be reimbursed for copying, secretarial services or other overhead as those costs are considered a part of the fees paid under this Agreement. No travel expenses will be charged for daily travel within IVGID or for any travel for the purpose of attending and staffing any regularly scheduled meeting of IVGID Board in the Firm's role in providing IVGID Attorney Legal Services.

6.7. The Firm shall bill IVGID periodically for monthly retainer and hourly work, but not more often than monthly, and provide an itemized statement of fees for services provided and costs incurred to date. Invoices must be submitted within 60 days of the first billing date in the cycle and all bills for the fiscal year must be submitted within 30 days after the conclusion of that fiscal year with an estimate of that bill's total submitted before the end of the fiscal year as reasonably required by IVGID General Manager. All invoices shall include documentation for costs and be submitted to, approved, and promptly processed for payment by IVGID General
Manager.

7. **USE OF NECESSARY CONSULTANTS OR OTHER SPECIAL COUNSEL; APPROVAL PROCEDURE.**

7.1. IVGID may necessarily require legal expertise beyond the scope of IVGID Attorney, Additional IVGID Attorney, or Special Counsel legal service roles contemplated herein. Subject to the concurrence or recommendation of IVGID General Manager and, if required, the approval of IVGID Board, the Firm shall have the authority to use or retain on behalf of IVGID such additional consultants, experts, or counsel that it deems necessary to implement the objectives and programs of IVGID. Such approval shall be first requested in writing and shall include a scope of services and method of compensation for each additional consultant, expert, or counsel requested.

7.2. IVGID Attorney shall maintain oversight and request and provide to IVGID periodic status reports from either litigation or local counsel in the event of any representation pursuant to this section.

7.3. Statements for fees and costs incurred by any approved consultant, expert, or counsel, shall first be reviewed by the Firm for accuracy and completeness and, upon approval, be submitted to IVGID General Manager for payment.

8. **DISCLOSURE.**

8.1. IVGID recognizes that the Firm represents other clients in or near Incline Village as General Counsel, including but not limited to the North Lake Tahoe Fire Protection District, the Incline Village Crystal Bay Visitors Bureau and the Tahoe Douglas Fire Protection District.

8.2. The Firm as IVGID Attorney will not represent any client, including but not limited to a municipality, county, local
or state government agency or other person or entity in matters which the Firm determines to be directly adverse to IVGID nor will the Firm represent IVGID in matters which the Firm determines to be directly adverse to the interests of any other client of the Firm.

8.3. The rules regulating the Nevada Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them.

8.3.1. It is also possible that during the course of the Firm's representation of IVGID's interests IVGID may become involved in transactions or disputes with other clients of the Firm in which IVGID's interests are or become adverse to the interests of one or more of the Firm's other clients, whether present or future. If such a conflict between IVGID interests and those of another of the Firm's clients, whether present or future, were to arise, the Firm will promptly notify IVGID of that circumstance.

8.3.2. The Firm reserves the right, on account of any such conflicts of interest, to withdraw from the matter in question and will assist IVGID in securing interim or alternative counsel for the matter in conflict if a conflict waiver is not otherwise permissible under the rules regulating the Nevada Bar.

8.3.3. The Firm represents local governments and private sector clients throughout Nevada and California, and wishes to be able to consider the representation of other local governments or public sector clients who may have interests that are potentially adverse to IVGID's, but with respect to matters that are unrelated in any way to our representation of IVGID. The ethics rules
that govern the Firm permit it to accept such multiple representations, assuming certain requirements are met. Accordingly, during the term of this engagement, the Firm agrees that it will not accept representation of another client to pursue interests that are directly adverse to IVGID's interests unless and until the Firm makes full disclosure to IVGID of all the relevant facts, circumstances, and implications of the Firm's undertaking the two representations, and confirm to IVGID in good faith that the Firm has done so and that the following criteria are met:

8.3.3.1. there is no substantial relationship between any matter in which the Firm is representing or has represented IVGID and the matter for the other client;

8.3.3.2. any confidential information that the Firm has received from IVGID will not be available to the attorneys and other Firm personnel involved in the representation of the other client;

8.3.3.3. our effective representation of IVGID and the discharge of the Firm's professional responsibilities to IVGID will not be prejudiced by representation of the other client; and

8.3.3.4. the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of the Firm's undertaking the two representations. If the foregoing conditions are satisfied, IVGID agrees that the Firm may undertake the potentially adverse representation and that all conflict issues will be deemed to have been resolved or waived by IVGID.
9. CONTRACT ADMINISTRATION.

9.1. In accordance with IVGID Resolution 1480, Policy and Procedure 105, the IVGID Board has designated its General Manager to provide policy direction and instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders, the provision of Additional Legal Services and all other matters necessary to administer this Retainer Agreement on behalf of IVGID.

9.2. The Firm shall be entitled to reasonably rely upon such direction received from IVGID General Manager.

9.3. The Firm will alert IVGID General Manager if any project or service it is working on or which it is asked to work on may exceed the budget for the year, or for that project or service and will not proceed to provide services for which it seeks compensation until sufficient funding to pay the Firm for its services for the project or service is approved; unless specifically directed by IVGID General Manager to proceed.

10. GENERAL.

10.1. This Retainer Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. In the event of any dispute arising out of or relating to this Retainer Agreement, the parties agree to waive trial by jury and agree that venue shall lie in Washoe County, Nevada. In the case of litigation of such disputes, the prevailing party shall be entitled to recover attorney fees and costs from the other party. This Retainer Agreement may be amended only by a written agreement entered into by the parties.

10.2. IVGID General Manager will evaluate the performance of the legal services of the Firm on at least an annual basis.
and shall review such evaluation with the Firm. The evaluation shall include input from each member of the Board of Trustees as solicited by the IVGID General Manager, Senior Staff and the General Manager, and shall be completed by June 30 of each year. More frequent and informal performance evaluations and feedback may be undertaken by IVGID at any time.

10.3. This Retainer Agreement or the appointment of Firm as IVGID Attorney to IVGID may be terminated with or without cause by IVGID General Manager or upon the hiring of a full-time attorney directly employed by IVGID as IVGID Attorney or by Firm at any time upon one hundred and eighty (180) days written notice.

10.3.1. In the event that IVGID desires to terminate Firm's services with notice of a lesser period, IVGID will provide Firm with a severance payment, equal to the agreed upon monthly retainer, for each month of said specified one hundred and eighty (180) day notice period for which notice is shortened and is not given.

10.3.2. Additionally, even if IVGID does elect to seek and obtain either IVGID Attorney Legal Services or Additional IVGID Attorney Legal Services, or both, from an attorney or firm other than Firm, this contract may stay in force and effect so that the Firm is available to provide to IVGID, on an as needed and agreed to basis, supplemental legal services as provided for herein.

10.3.3. In the event of termination, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination and through any prompt transition to termination agreed upon by the parties at the hourly rates agreed upon for Additional IVGID Attorney Legal
Services for any remaining IVDID Attorney Legal Services or Additional IVDID Attorney Legal Services and at the rates agreed upon for Special Counsel Legal Services for those services. Provided however, IVDID may terminate this Retainer Agreement for breach by the Firm with such notice as may be reasonable under the circumstances.

10.3.4. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination. This Retainer Agreement may be executed in multiple counterparts.

10.3.5. All original files (their contents), records and documents are the property of IVDID and not of the Firm or its Attorneys and upon termination shall be returned to or delivered to IVDID as IVDID General Manager reasonably directs at the expense of the Firm. The Firm may retain copies as necessary to comply with the Rules of the Nevada Bar.

10.4. This Retainer Agreement shall be effective as of the date first written above and is the entire agreement between the parties concerning the subject matter hereof.

11. APPOINTMENT.

11.1. The IVDID General Manager hereby recommends appointment of Firm as IVDID Attorney for IVDID with confirmation of said recommendation by IVDID Board; this Retainer Agreement shall hereafter provide the terms and conditions for such engagement. Such appointment may be changed or altered from time-to-time by recommended of IVDID General Manager and confirmation of said recommendation by IVDID Board. As
required, IVGID General Manager is directed and authorized to use and consult with Firm for IVGID Attorney Legal Services and Additional IVGID Attorney Legal Services as described herein. Additionally, and as required, IVGID General Manager is directed and authorized to use and consult with Firm for Special Counsel Legal Services at a cost not to exceed the delegated purchasing limit of IVGID Manager on any single project or matter. For projects or matters above the then current delegated purchasing limit of IVGID General Manager, Special Counsel Legal Services shall be provided by work order or as otherwise authorized and approved by action of IVGID Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

By: [Signature] Kendra Wong
   Chairwoman, Board of Trustees
   Incline Village General Improvement
   893 Southwood Blvd.
   Incline Village, NV 89451-9425

By: [Signature] Steve Pinkerton
   General Manager
   Incline Village General Improvement District
   893 Southwood Blvd.
   Incline Village, NV 89451-9425

By: [Signature] Jason D. Guinasso, Esq.
   The Law Offices of Reese Kintz Guinasso, L.L.C.
   936 Southwood Blvd., Suite 301
   Incline Village, Nevada 89451-9425

Retainer Agreement: IVGID and RKG
Presented at 08/24/2016 IVGID BOT Mtg
EXHIBIT A

EXEMPLARY FORM OF LEGAL SERVICES WORK ORDER No.
[insert an identifying work order number here]

TO:
FROM: IVGID General Manager

1. Scope of Services: [describe whether Additional IVGID Attorney services (general counsel) or Special Counsel Services] are to be performed based upon the description attached hereto (A-1) in a proposal by IVGID Attorney that describes the scope of services, the time for performance, the hourly rates if not as described in the Retainer and which estimates the cost of performance.

2. Compensation: Hourly rates and reimbursement for actual costs as provided in IVGID Attorney Retainer Agreement between the parties, or this Work Order. If different rates from those included in the Retainer agreement are not included in the Scope of Services, then the Retainer rates apply.

3. Work Order Budget: The initial funding authorization or budget appropriation for this Work Order shall not exceed the amount of [amount] or the estimate incorporated in the Scope of Services attached to this Work Order whichever is lower. However, it is understood that the direction of IVGID will control the work effort and additional budget appropriations may be required and authorized.

4. Use of Necessary Consultants: Pursuant to the Retainer Agreement, IVGID confirms, directs, and authorizes the use of (1) [name of consultant] and (2) [name of consultant] and the scope of services and method(s) of compensation necessary to support the provision of legal services and continued assistance to IVGID with the [describe work effort and provide attachment].

Authorized by: ______________________
Accepted by: ______________________
Title: IVGID General Manager
Date: ______________________

[Attach Scope of Service A-1]
A-1 Attachment to Work Order No. [insert work order number here]