MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
       General Manager

SUBJECT: Review, discuss and direct the General Manager to proceed with the identification, review, selection, and proposed appointment of District Legal Counsel effective January 1, 2019, utilizing the proposed Request for Information, Request for Proposal, and Sample Contract and authorize staff to proceed as necessary to be completed by December 2018 and appoint the Board's Vice Chair as the Board's representative to this process

DATE: August 15, 2018

I. RECOMMENDATIONS

1. Staff requests the Board authorize the General Manager to proceed with a process of identification, review, selection, and proposed appointment for District Legal Counsel effective January 1, 2019.

2. Staff recommends the Board direct the use of a sequence of Request for Information, Request for Proposal, and following an interview process, returning to the Board for authorization to execute a service contract resulting in the appointment of Legal Counsel for a period of two years with an option for an additional two years.

3. Staff recommends that the Vice Chairman of the Board of Trustees be the Board's representative to this process.

II. BACKGROUND

After many years of service by one firm, the District changed legal counsel in 2014, following the death of our previous provider. The current provider was contracted with to serve though calendar 2018. Since the firm originally hired in 2014 has undergone several changes in constitution and form, the District plans to repeat the process for a Request for Information and Request for Proposal similar to that used in 2014. However, unlike the last process, rather than just relying on response to a publication, Staff intends to distribute the Request for Information
both through publication and by mail to a list of known government legal counsel providers.

The General Manager led process for considering the contracting of new Legal Counsel for the District will include the published notice to identify interested firms and subsequent review and selection of firms for this professional service.

III. **FINANCIAL IMPACT AND BUDGET**

The District's 2018-2019 Operating Budget includes a total of $132,000 for basic legal services anticipated to be performed under some form of retainer arrangement. Each of the major operating funds also has another $8,000 to $12,000 for specialty work if needed.

As this matter is primarily a decision for professional services based on the ability to serve, costs will be reviewed in the later phases but will not be a part of the Request for Information.

IV. **ALTERNATIVES**

The District could choose to not appoint new legal counsel at this time. However, the current agreement expires December 31, 2018. Staff believes it is important to have Legal Counsel in place and to be able to plan who and when they will be available for services.

V. **COMMENTS**

District staff has assembled a listing firm that will be mailed the notice of the Request for Information. By being inviting, through this form of contact, we hope for a wider level of interest. It is intended to broaden the audience, not imply we are limited to only those firms that are known to us. The District will welcome any and all responses to the Request for Information.

Policy and Procedure Resolution 105 (Resolution Number 1480) states that's "The General Manager shall be responsible for coordinating the work of the Attorney with the activities of the IVGID Staff and the Board of Trustees".

**Attachments**
Proposed Request for Information – exact dates and deadline to be determined
Proposed Request for Proposal - exact dates and deadline to be determined
Sample Contract intended to be used to open the discussion as many law firms have their own preferred engagement letters.
Incline Village General Improvement District (District) is seeking, as Phase One to a multi-phased process, expression of interest by Legal Counsel for representation of aforementioned District. Phase One is the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, prior to September XX, 2018, with return to the District no later than XX, XX, 2018 to the same e-mail address. Following this date, questionnaires will be reviewed and each firm will be notified, via e-mail, and provided a more lengthy and detailed questionnaire (Phase Two). After receipt of the Phase Two questionnaire and prior to completion thereof, each Legal Counsel candidate selected for further consideration will select an available date for interview (provided at the same time as the Phase Two questionnaire is provided) by the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the Legal Counsel candidate. Following completion of Phase Two, the District will make a report to its Board of Trustees at a regularly scheduled meeting, most likely sometime in November 2018, and each Legal Counsel candidate interviewed shall be noticed of said meeting. At this time, it is anticipated that the District’s Board of Trustees will make a determination of whether or not to accept a staff recommendation with regard to the selection of Legal Counsel and proceed immediately to negotiation of a service agreement or pursue another round of interviews or an extended selection process. Only those Legal Counsel candidates who have completed both Phase One and Phase Two will be on the list to continue into Phase Three if necessary; the Request for Proposal is Phase Three of the process. The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.

Phase One Questionnaire, due by September XX, 2018, via e-mail to sah@ivgid.org

Please answer each of the following questions and should you require additional explanation to any of the answers provided above, please attach additional sheets as needed.

1. Have you represented a Nevada General Improvement District (GID)?
   If yes, how many years of experience do you have representing GID?
2. Do you currently represent a GID?
3. Do you have experience with Nevada Open Meeting Law?
4. Do you have experience in Nevada Revised Statute 318?
5. Do you have experience on Workmen’s Compensation issues in Nevada?
6. Do you have experience on Labor Law issues in Nevada?
7. Do you have experience with Local Government Purchasing and Public Works Contracting issues in Nevada?
8. Do you have experience with litigation defense for public entity torts, labor and employment, public safety or construction law?
9. Do you have experience with Nevada or Washoe County property law?
10. Do you have experience with development/redevelopment initiatives?
11. Do you have experience working with Lake Tahoe water rights, environmental issues, and other critical matters important to Lake Tahoe?
12. Do you have experience working with the TRPA?
13. In general, do you have experience working with local government code development or enforcement?

**Phases of the Process**

Phase One.. Expression of interest by Legal Counsel and the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, no later than September XX, 2018, with return, to the District, no later than XX XX, 2018. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

Phase Two.. Completion of a more lengthy and detailed questionnaire accompanied by setting and keeping an interview appointment with the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the Legal Counsel candidate. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

10/2018 ..... Review by the Board of Trustees of the process and results to date with guidance issued.

Phase Three If direction provided by the Board of Trustees, only those Legal Counsel candidates who have completed both Phase One and Phase Two will be on the continuation list.

The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.
REQUEST FOR PROPOSALS

LEGAL SERVICES FOR
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Released – XX XX, 2018

1. Introduction

The Incline Village General Improvement District (District) is seeking proposals from qualified Legal Counsel for legal services for the District’s Board of Trustees, General Manager, and staff execution of transactions and support of general government activities driven by constituents. Services periods would be awarded for a series of calendar years, with options to review and renew for additional years. The primary contact for the District’s legal counsel would be the General Manager or his designee.

2. Scope of Work

The selected Legal Counsel will:

- Provide clear and concise legal advice and consultation as requested, to the governing body and staff. Response is required within a mutually-agreed upon timeframe.
- Attending regular Board of Trustee meetings and advice the Board on agenda items and procedural matters, including the Nevada Open Meeting Law.
- Provide guidance and training regarding NRS 318 and other legal requirements imposed by statute and common law.
- Provide designated office hours or times of availability at the District’s Administrative Offices, as agreed to with the General Manager and/or the Board of Trustees. For purposes of this proposal, the initial request is 2 blocks of 4 hours per month.
- Draft, review and/or revise documents such as legal memos, contracts, ordinances, resolutions.
- Represent the District in litigation and/or act as liaison to outside counsel.
- Perform legal work related to land use issues.
- Research special district or other legal matters as requested by the Board of Trustees or the General Manager.

3. Deliverables

At a minimum, Legal Counsel shall submit the following deliverables to the District in the course of each fiscal year:
• Annual Report on litigation matters, including status or resolution by matter.
• Review and preparation, based on published agenda for each regular Trustee meeting, and active engagement during the meeting for the listed topics, to the extent the application of Nevada Revised Statutes or related legal matters could affect actions or deliberations on those agenda items.
• Closed litigation sessions with the Board of Trustees as needed.
• Drafts, finished documents or comments on contracts as presented, to assist staff with the execution of transactions under District policies, practices and procedures.

4. District Management

Steven Pinkerton is the District’s General Manager and will have overall responsibility and accountability for Legal Services utilized by the District. Various District Staff will work directly with the Legal Counsel to coordinate or execute transactions in the regular course of the District’s business. Legal Counsel may use other members of their respective firm to provide services at an appropriate level under the agreement. Such members and their qualifications or positions in the organization should be provided in advance of assignment them any duties under the agreement. The District shall be responsible for providing the following:

• Agendas, and related packet materials, for any Board of Trustees meeting for regular business, retreats, workshop or hearings
• Annual Operating and Capital Budgets as adopted
• Comprehensive Annual Financial Report as adopted
• Access to the District’s archive of documents
• Access to member of the District’s Senior Team for consultation

5. Proposal Content and Requirements

To be considered for Legal Services, your Proposal Contents must be clearly marked and shall include the following:

A typical proposal submittal should follow the format provided below:

• Transmittal Letter (no more than 2 pages): Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements. Counsel will also include in the transmittal, any exceptions taken to the District’s Standard Legal Services Agreement.
• Firm Experience (no more than 2 pages): Provide a general overview of your firm’s experience at providing Legal Services associated with special districts or other forms of government.
• Firm Capacities (no more than 2 pages): Describe your Firm’s capacities, including titles, office location and contact information. Include the key individuals and support staff that will actually be responsible for conducting the legal activities and for administrative management of the agreement. Include a percent-time availability providing legal advice and assistance to operating departments with regard to employee disciplinary actions.

• Identify dates for the week of October 2, 2018, the proposer would be available for an interview.

• References (no more than 2 pages): Provide at least three (3) references for the key individuals on the Legal Services team. This section should provide a short description of the firm or staff members’ role, and a specific contact person with phone number. The selection team will be focusing on project performance and will be requesting input as to conformance with schedules and budgets.

• Submit an estimate of hours to complete the services as described in this Request for Proposals. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification, hours for each team member for each work task.

• Appendix materials may be provided, but is not required other than specifically identified, in addition to the ten-page proposal limit. Appendix material submitted should be limited to resumes of proposed key staff relevant to the scope of work.

6. Proposed Compensation

Legal Counsel shall provide a Schedule of Services and related fees charged to the District by task and as an option by the hour for services that occur only upon request or occasion. Proposers are encouraged to establish a fixed fee per month for attendance of Board of Trustee meetings and providing regular office hours. The proposal shall identify the methods for charging indirect or other costs and expenses including travel and any other direct expenses.

7. Desired Schedule

RFP Phase

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin RFP Process</td>
<td>August XX, 2018</td>
</tr>
<tr>
<td>RFP Submittals Due</td>
<td>September XX, 2018</td>
</tr>
<tr>
<td>Preliminary Review completed</td>
<td>September XX, 2018</td>
</tr>
<tr>
<td>Report to Board of Trustees</td>
<td>October 24, 2018</td>
</tr>
<tr>
<td>Interviews completed</td>
<td>October 05, 2018</td>
</tr>
<tr>
<td>Board Recommendation</td>
<td>November 14, 2018</td>
</tr>
<tr>
<td>Implement of services</td>
<td>January 1, 2019</td>
</tr>
<tr>
<td>Complete transition of services</td>
<td>90 days or less after implementation begins</td>
</tr>
</tbody>
</table>
8. Evaluation Criteria

Under Nevada Revised Statutes, Legal Services are exempt from bidding procedures as a Professional Service. The District intends to select a Legal Services provider that demonstrates any ability to best serve the needs of the District Board of Trustee meetings, day to day operations and the in those capacities to serve the public interest of the communities of Incline Village and Crystal Bay. Before selection is made the proposed Legal Counsel consultants will participate in an interview held with the Senior Team at the District’s Administrative Office.

The Senior Team, through the General Manager, will recommend an action to the Board of Trustees who will make the final determination.

9. Submittals

Interested parties shall submit five (5) copies of their Proposal to the District by no later than 5 p.m., September XX, 2018. The Proposal shall be presented in a sealed envelope labeled “Legal Services Agreement” and addressed as follows:

Incline Village General Improvement District
Attention: Susan Herron
District Clerk to the Board of Trustees
893 Southwood Blvd.
Incline Village, NV 89451
(775) 832-1207

Proposals shall not exceed ten (10) pages in length (plus a project schedule, manpower loading matrix, and appendix material) using a minimum 11-point font size type. Resumes should be included as attachments and will not be counted within the 10-page proposal limit.
RETAINER AGREEMENT

By and Between

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

And

THE LAW OFFICES OF REESE KINTZ GUINASSO, L.L.C.
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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:
1. **RETAINER 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 IVGID Board agenda items or ethics inquiries and participate in the preparation of agendas for IVGID 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 IVGID 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 IVGID 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 IVGID'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 IVGID General Manager timely updates regarding changes in the law (legislation or cases) that may affect IVGID operations, policies or activities; and

3.6.17. Provide the IVGID 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. IVGID Attorney Legal Services do not encompass or include Additional IVGID 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 IVGID ATTORNEY LEGAL SERVICES.

4.1. Additional IVGID Attorney Legal Services encompass the following:

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

4.1.2. Represent IVGID 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 IVGID General Manager, with legal counsel and other professionals representing governmental agencies or third parties on routine legal matters affecting IVGID in the normal course of business;

4.1.4. Attend Ordinance and/or code enforcement hearings and defend decisions of IVGID 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
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 IVGID Attorney Legal Services or Additional IVGID Attorney Legal Services and at the rates agreed upon for Special Counsel Legal Services for those services. Provided however, IVGID 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 IVGID and not of the Firm or its Attorneys and upon termination shall be returned to or delivered to IVGID as IVGID 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 IVGID General Manager hereby recommends appointment of Firm as IVGID Attorney for IVGID with confirmation of said recommendation by IVGID. 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 IVGID General Manager and confirmation of said recommendation by IVGID 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

Kendra Wong
Chairwoman, Board of Trustees
Incline Village General Improvement
893 Southwood Blvd.
Incline Village, NV 89451-9425

By

Steve Pinkerton
General Manager
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451-9425

By

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