

CITY ATTORNEY AGREEMENT

THIS AGREEMENT, entered into this 12th day of October, 1999, by and between the CITY OF BOULDER CITY, STATE OF NEVADA, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as "City," and DAVID R. OLSEN, hereinafter referred to as "Attorney."

RECITALS

WHEREAS, the City desires to appoint Attorney as its City Attorney pursuant to Sections 8 and 15 of the Boulder City Charter with the qualifications, powers, duties and rights defined in Section 15 of the Boulder City Charter; and

WHEREAS, Attorney is willing to be employed by the City, and the City is willing to appoint Attorney as its City Attorney, on the terms, covenants and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement, herein contained, the City and Attorney agree as follows:

SECTION ONE

EMPLOYMENT

The City hereby employs, hires and engages Attorney as its City Attorney, subject to a successful completion of a City paid pre-employment post offer physical examination, consistent with the duties and responsibilities described in Section 15 of the Boulder City Charter, and Attorney hereby accepts and agrees to such hiring, engagement and employment, subject to the general supervision and pursuant to the orders, directions, and advice of the Council. Attorney shall perform such duties and exercise such responsibilities as provided in

of the Boulder City Charter and such other duties as are customarily performed by one holding the position of City Attorney, in accordance with the ethics described and covered by the Nevada Supreme Court Rules governing attorney conduct, and as may be assigned to Attorney from time to time by the Council.

SECTION TWO

BEST EFFORTS OF THE CITY ATTORNEY

Attorney agrees that he will, at all times, faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Council. Such duties shall be rendered at the premises of City Hall and the Municipal Court, Boulder City, Nevada, or as the interest, needs, business or opportunity of the City and the Council shall require.

SECTION THREE

TERM

The term of this Agreement shall commence on November 2, 1999, and continue for an indefinite term at the pleasure and discretion of the Council and may be terminated in accordance with the Boulder City Charter and Section Ten of this Agreement.

SECTION FOUR

COMPENSATION AND BENEFITS OF ATTORNEY

Based upon Attorney's prior professional specialization in the field of municipal law and nine (9) years experience as city attorney in another Nevada municipality, the City shall

pay Attorney, and the Attorney shall accept from the City, as his total payment, compensation and remuneration for the services rendered herein, the following:

- A. Basic compensation consisting of the sum of Ninety Thousand Dollars (\$90,000.00) per year, payable bi-weekly in equal installments.
- B. The aforesaid basic compensation shall be increased in accordance with any cost of living increase afforded other non-classified employees of the City.
- C. Contributions to the Public Employees Retirement System of the State of Nevada on behalf of and for the benefit of Attorney as paid for all regular members of that system and as defined by the Public Employees Retirement System of the State of Nevada.
- D. An allowance for group health insurance for the Attorney at the same rate as provided for its other appointed officers, which is currently the sum of Five Hundred Dollars (\$500.00) per month. Effective eligibility date for this benefit will be 1/1/2000.
- E. An automobile allowance in the amount of Three Hundred Fifty Dollars (\$350.00) per month, in lieu of providing a vehicle for the Attorney's use in performing services hereunder or such other amount set by resolution of the City Council.
- F. Vacation time as afforded other appointed officers of the City.
- G. Reimbursement for all necessary expenses incurred by Attorney in accordance with the Council resolution which regulates travel and living expenses for officials and employees when traveling on official City business. It is acknowledged by Attorney that the City does not permit credit cards to be issued in the City's name.

SECTION FIVE

OTHER EMPLOYMENT

- A. The Council recognizes that Attorney is leaving a private practice to work solely for the City full-time, and that he may have private clients in Ely, Nevada, requiring his

services beyond the effective date of this Agreement. Attorney shall be allowed a period not to exceed three (3) months beyond the effective date of this Agreement within which to resolve all issues pertaining to his current private practice, with the understanding that such business shall be handled in a manner so as to prevent, as much as possible, any interference with Attorney's obligations to the City under this Agreement.

- B. Other than as set forth herein above, the Attorney shall devote his time, attention, knowledge and skills as City Attorney solely and exclusively to the benefit and business of the City, shall not accept other employment, paid or otherwise, or become employed by any other person or employer, and shall not have any interest, directly or indirectly, as partner, officer, director, stockholder, advisor, employee or in any other capacity in any other business or enterprise which is doing business with the City.

SECTION SIX

INDEMNIFICATION

The City shall defend and indemnify Attorney against any action, including but not limited to: tort, professional liability, claim or demand, or other non-criminal legal, equitable or administrative action, arising out of alleged acts or omissions occurring in the performance of Attorney's duties as City Attorney, other than an action brought by the City against Attorney, or any action filed against the City by Attorney.

SECTION SEVEN

PROFESSIONAL DEVELOPMENT AND CIVIC CLUB MEMBERSHIP

The City shall pay for:

- A. Attorney's professional license and Attorney's tuition, travel and reasonable expenses for mandatory continuing legal education, with the understanding that to the extent possible, Attorney will seek to attend continuing legal education courses in Las Vegas.
- B. Annual membership fees in civic clubs or organizations as approved by the Council.

SECTION EIGHT

PERFORMANCE EVALUATION

At the completion of the first six months of employment hereunder, the Council shall review and evaluate the Attorney's performance during this period. Annually thereafter the Council shall meet with Attorney for the purpose of reviewing and evaluating the performance of Attorney.

SECTION NINE

RESIDENCY

The Attorney shall establish his primary place of residence within the corporate limits of the City and maintain such residency at all times during the term of this Agreement.

SECTION TEN

TERMINATION OR SEVERANCE

Attorney acknowledges that he is an "at will" employee and is subject to termination of his employment by the Council at any time, with or without cause, for any reasons or no reason, if such termination of employment is accomplished in accordance with Section 8 (1) of the Boulder City Charter. In the event of termination of employment, or if Attorney resigns involuntarily at the instigation, request or convenience of the Council as an alternative to termination of employment, Attorney shall be paid and accepts the following sum under the

terms listed as full, complete and total compensation for services rendered and for any and all damages that he may have suffered or claims:

- A. Compensation and benefits due and owing the Attorney as provided in Section Four hereof as of and only to the date of termination, notwithstanding any other provisions of this Agreement, in the event of: (1) A violation of a material term of this Agreement; or (2) Conviction of a gross misdemeanor or felony as defined in Nevada Revised Statutes or any other comparable state statute.
- B. In the event that the Attorney resigns his position as City Attorney, (except as provided above) he shall not be entitled to receive any termination or severance pay of any kind, and Attorney shall give the City at least four (4) weeks advance written notice prior to the effective date of his resignation.
- C. In the event that this Agreement is terminated for any reason, except for the reasons listed in Sections Ten (A) and (B) and Section Eleven hereof, the Attorney shall be paid in a lump sum payment:
 - 1. The total sum consisting of two (2) months compensation as defined in Sections Four (A), (E) and (F) hereof, in the event that the Attorney has been employed by the City under this Agreement for a period of less than six (6) months.
 - 2. The total sum consisting of four (4) months compensation as defined in Sections Four (A) and (F) hereof, provided that Attorney has been employed by the City under this Agreement for a period of at least one (1) year.

SECTION ELEVEN

DISABILITY

If Attorney is permanently disabled or is otherwise unable to perform his duties without reasonable accommodation because of sickness, accident, injury, mental incapacity or health

for a period of four (4) successive weeks beyond any accrued sick leave, the Council shall have the option to terminate this Agreement.

SECTION TWELVE

NOTICES

Pursuant to this Agreement, notices shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage pre-paid, addressed to the City Attorney's Office, and to the City Clerk on behalf of the City. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Nevada. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission to the United States Postal Service.

SECTION THIRTEEN

ENTIRE AGREEMENT

This Agreement contains the complete agreement concerning the management and employment arrangement between the City and Attorney and shall, as of the effective date hereof, supersede all other negotiations and agreements between them. The City and Attorney agree and stipulate that neither of them, or their agents or representatives, have made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof, except such representations as are specifically set forth herein and each of them hereto acknowledges that he or it has relied on its own judgment in entering into this Agreement.

SECTION FOURTEEN

MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

SECTION FIFTEEN

SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION SIXTEEN

CHOICE OF LAW

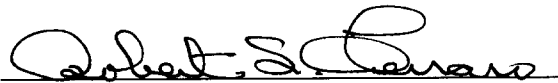
It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Nevada and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Nevada shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION SEVENTEEN


CONFLICTING PROVISIONS


In the event of any conflict between any provision or term of the Agreement and the Boulder City Charter, the Boulder City Charter shall prevail.

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

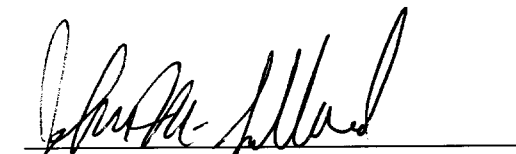

Robert S. Ferraro, Mayor

ATTEST:


Vicki G. Mayes, City Clerk


David R. Olsen, Attorney

APPROVED:


John M. Sullard, City Manager