Hem 4-1

CITY OF CARSON CITY REQUEST FOR BOARD ACTION

DATE SUBMITTED: 06/12/07	DATE REQUESTED:	06/21/07
FROM: District Attorney	TIME REQUESTED:	Consent Agenda
TO: Mayor and Supervisors		
SUBJECT TITLE: Action to approve a Carson City and the law firm of Lewis S capacity of Special Deputy District Attoramount not to exceed \$10,000.00 for the August 21, 2007.	. Taitel to provide service to rney until his appointment is	the City in the revoked, and in an
TYPE OF ACTION REQUESTED: (() Resolution (X) Formal Action/Motion	() Ordin	ance r (Specify)
DOES THIS ACTION REQUIRE A B	BUSINESS IMPACT STAT	EMENT:
RECOMMENDED BOARD ACTION professional services between Carson Ci service to the City in the capacity of Spe appointment is revoked, and for an amou beginning July 1, 2007 and ending Augusti	ity and the law firm of Lewis scial Deputy District Attorney ant not to exceed \$10,000.00	S. Taitel to provide until his
EXPLANATION FOR RECOMMENt currently has two deputy district attorney Taitel will be acting as an independent of the help cover the over abundance of criminal hourly rate is \$125.00 per hour and he will not charge for travel time but will be in connection with the legal services he in District Attorney's approved operating be fund this request.	y positions vacant in the crim ontractor and will provide leg- ninal cases and upcoming tria will not to exceed 20 hours per e reimbursed for reasonable a is providing to the City. Fund	ninal division. Mr. gal services needed als. Mr. Taitel's reek. Mr. Taitel and necessary costs ling will be from the
APPLICABLE STATUTE, CODE, PONRS Sec. 3.070(3) provides that the dist special deputy district attorneys, subject	rict attorney may contract for	r the services of
SUPPORTING MATERIAL:		
PDEPARED RV. Neil & Dombardo I	District Attorney	

FISCAL IMPACT: An amount not to exceed \$10,000 to be paid from approved District Attorney salary budget for fiscal year 2007-08.

FUNDING SOURCE: District Attorney operating budget.

Reviewed By: Date: 6/9/07

Reviewed By: Date: 6/8/7

Reviewed By: Date: 6/8/07

Reviewed By: Date: 6/8/07

Wotion 1: (Aye): (Nay)
2: (Vote Recorded By)

AGREEMENT FOR PROFESSIONAL SERVICES

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THIS AGREEMENT made and entered into this _____ day of _____, 2007, by and between Carson City, a consolidated municipality, hereinafter referred to as "City" and Lewis S. Taitel, an Attorney, hereinafter referred to as "Attorney."

WITNESSETH:

WHEREAS, City desires to acquire legal services to prosecute certain persons for a limited duration with limited jurisdiction; and

WHEREAS, Attorney has the ability to provide those services to City and City desires to retain Attorney for said purpose;

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, City and Attorney hereby agree as follows:

- 1. Attorney shall provide service to City in the capacity of Special Deputy District Attorney until this appointment is revoked. Attorney agrees to support, protect and defend the Constitution and Government of the United States of America and the Constitution and Government of the State of Nevada against all enemies, whether foreign or domestic, and bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of the State notwithstanding, and will faithfully perform all the duties of the office of Special Deputy District Attorney.
- 2. The relationship between City and Attorney in any such action shall be that of attorney-client, and Attorney shall abide by all laws and ethical standards established for the regulation of such a relationship.
- 3. Attorney shall receive as compensation from City for professional legal services rendered pursuant to this Agreement the amount of \$125.00 Dollars per hour not to exceed 20 hours per week for all services to be provided, based on the time records maintained by Attorney and subject to the approval of the Carson City District Attorney's Office. It is understood that the Attorney shall not charge for travel time. Attorney shall be reimbursed for reasonable and necessary costs in connection with the above matters. The

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	total amount payable under this Agreement for services and costs shall not exceed		
.	\$10,000.		
3.	4. It is expressly understood and agreed that Attorney is acting as an		
4	independent contractor in fulfilling the duties required by this Agreement and the City shall		
5	not be obligated to pay any normal employee benefits including worker's compensation,		
6	insurance, FICA, unemployment and withholding.		
7	IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the		
8	day and in the year first above-written.		
9	CITY	ATTORNEY	
10			
11	201 N. Carson St., Suite 2	565 California Avenue	
12	Carson City, Nevada 89701	Reno, Nevada 89509	
13			
14	MARV TEIXEIRA, Mayor	LEWIS S. TAITEL, ESQ.	
15			
16	Dated thisday of, 2007.		
17	ATTEST:		
18	Alleon		
19	By:ALAN GLOVER, Clerk-Recorder		
20			
21	Dated this day of, 2007.		
22			
23	APPROVED AS TO FORM:		
24			
25	By: NEIL A. ROMBARDO		
26	District Attorney		
27	Dated this day of,		
28	2007.		