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Scott M. Abbott
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KAMER ZUCKER ABBOTT
ATTORNEYS AT LAW

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EXCLUSIVELY REPRESENTING EMPLOYERS

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VIA ELECTRONIC MAIL: ekf@ivgid.org

April 8, 2024

Ms. Erin Feore
Director of Human Resources
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451

Re: ***Labor and Employment Legal Services***
(Our File No. 24-102)

Dear Ms. Feore:

This will confirm our agreement to act on behalf of Incline Village General Improvement District (“the District” or “you”) as counsel in connection with the above-referenced services. We appreciate the confidence you have demonstrated in Kamer Zucker Abbott (“the Firm” or “we”) by selecting us to represent the District.

The Firm agrees to represent the District based on the hourly attorney rates in effect when work is performed. We staff client matters with the attorney(s) best suited to the particular matter, taking into consideration the attorney’s experience, to promote efficiency and cost-savings to our clients. The Firm currently charges attorney rates ranging between Three Hundred Ninety-Five Dollars (\$395.00) per hour and One Thousand Dollars (\$1,000.00) per hour, dependent on the attorney(s) assigned to the matter.

Scott M. Abbott	\$500.00	Kaitlin H. Paxton	\$395.00
Jody M. Florence	\$450.00	Dare E. Heisterman	\$395.00

All time billings will be made to the one-tenth of an hour. Any work done on a particular matter by additional attorneys will be billed at our then current rates as needed. All expenses incurred in the District’s representation will be billed to you, including but not limited to costs for filing documents, depositions, subpoenas, photocopying, postage, travel, expert witnesses, computerized legal research, couriers, and private investigators. Attorney’s fees and expenses will be billed to you monthly and will be due upon receipt. Any additional time granted to pay a monthly invoice shall not act as a waiver of our right to immediate payment in all other months. Bills not paid within thirty (30) days of transmittal will be assessed an interest charge at rates

comparable to the rates charged by the Firm's bank. For the District's convenience, invoice payments may be made by check, credit card, EFT or wire transfer.

At this time, we require the payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to be deposited into the Firm's client trust account as a retainer. The retainer will be held in our client trust account until the District has established a satisfactory payment history with our Firm. The District is expected to pay monthly billing invoices immediately upon receipt. If monthly billing invoices are not paid in a timely manner, the Firm will use the retainer to cover past due invoices and ask you to replenish the retainer. Once a satisfactory payment history has been established, we will refund the retainer. The Firm reserves the right, in its discretion, to require that the District deposit additional funds as a retainer in its client trust account as work progresses on a particular matter. If you have particular billing requirements, we would be happy to discuss them and will accommodate any reasonable request consistent with our general policies and the capability of our billing system.

At the onset of any particular matter, the District should consider whether it has insurance coverage for any of the claims or liabilities arising out of any labor or employment dispute or for related fees and expenses incurred. Such coverage might arise, for example, from the District's Employment Practices Liability, Directors and Officers and/or Comprehensive/Commercial General Liability policies. The District has not retained us to provide advice about or represent it or any of its agents or affiliates concerning any such insurance coverage or notice of claims issues. You should be aware that strategic decisions with respect to any dispute may affect insurance and coverage, and that coverage concerns may impact strategy, particularly in adversarial proceedings. The District should consult with other counsel concerning such matters, including any possible or actual claims or disputes against or with any insurer or other parties who may have applicable insurance. We are not representing the District in these insurance-related matters without a further express agreement to that effect, after appropriate consideration of any potential conflict of interest issues.

Kamer Zucker Abbott has adopted a paperless office policy to better serve our clients, protect confidential information, and reduce the administrative costs associated with file storage and management. All client files will be maintained exclusively in electronic form, with the exception of portions of litigation and labor negotiations files. In compliance with the Firm's file closure and destruction policy, you will be notified once a particular file has been closed. If the file is in paper form, you may choose to have the file returned to you or have it shredded. If you elect to have any paper file(s) stored by the Firm, you agree that the Firm may charge an annual file storage fee. Electronic files will be maintained for seven (7) years from date of last activity, and then will be purged. If you request that the Firm return any file(s) to you, you agree to pay for any related file delivery and/or assemblage costs. By entering into this agreement, the District authorizes Kamer Zucker Abbott to close and destroy files and records associated with work performed (including billing and accounting records) for the District in the manner described above.

Ms. Erin Feore

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On occasion, the District may become involved in satellite or ancillary legal proceedings or inquiries concerning matters for which Kamer Zucker Abbott has provided professional services. In the event the District requests or requires, in connection with any such proceedings or inquiries, that the Firm produce documents, data, compilations, summaries, notes or any other information that requires the expenditure of additional professional time, the District agrees to pay Kamer Zucker Abbott its regular hourly attorney billing rates for such work, along with any costs necessarily incurred.

This agreement is a requirement for a successful relationship between the District and the Firm. It is a legal, binding contract that supersedes any previous letter or understanding, express or implied, and can only be modified by a written document signed by authorized representatives of the District and the Firm. Therefore, please read it carefully and be sure you understand all of the contents before signing below. If at any time you cannot or will not abide by this agreement, we will take steps to withdraw as your attorneys from any pending litigation or other matter.

Please return a signed copy of this letter. We look forward to working with you.

Very truly yours,

Scott M. Abbott

Scott M. Abbott

SMA/kk

I HAVE READ THE FOREGOING THREE (3) PAGES OF THIS AGREEMENT AND CONSENT TO THE TERMS CONTAINED THEREIN.

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

DATED: _____

By: _____

Title: _____