AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____day of February, 2009, by and between Clark County, a Political Subdivision of the State of Nevada, hereinafter called the "County," and Holland & Hart LLP, 777 E. William Street, Suite 200, Carson City, Nevada 89701, hereinafter called "Holland & Hart".

W I T N E S S E T H:

WHEREAS, the County desires to obtain the professional services of a law firm to provide required professional services, all as more specifically described below; and

WHEREAS, Holland & Hart is a law office with the necessary experience and qualifications to perform the required services;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. SERVICES: Holland & Hart agrees to perform the following services for the County.

   (a) Holland & Hart shall act as special counsel to the County on utility matters as directed by Counsel for the County, including matters with regard to Docket No. 09-01028 before the Public Utilities Commission of Nevada and any possible related matters in District Court.

   (b) Subject to the ceiling contained in Paragraph 2(b) hereof and subject to the County's directions respecting priorities, Holland & Hart will furnish professional and other personal services in the amount necessary to complete promptly and effectively work assigned under this Agreement. All of the services
specified by this Agreement will be performed by Holland & Hart's partners, associates and employees.

(c) Holland & Hart has, or will secure at its own expense, the qualified personnel required to perform the services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County, or any other political subdivision of the State of Nevada.

(d) Holland & Hart will keep Counsel for the County advised of its activities and, on request, will promptly provide Counsel with copies of all correspondence with, and copies of the minutes, if any, of all meetings with persons and agencies other than the County.

(e) All materials developed, prepared or acquired by Holland & Hart during the performance of services under this Agreement, including, without limitation, all finished or unfinished documents, research memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports (hereinafter collectively called "documents") shall be available to County Counsel upon request.

(f) An attorney-client relationship is created between Holland & Hart and the County for the purposes set forth in this Agreement.

(g) It is understood that the County shall make all policy decisions concerning the performance of services by Holland & Hart. In this connection, the County from time to time shall determine, and shall advise Holland & Hart of, the priority of the various matters specified in Paragraph 1(a) hereof, and Holland & Hart shall adhere to such priorities in allocating Holland & Hart's resources within the ceiling specified in Paragraph 2(b) hereof.
(h) In performing services under this Agreement, Holland & Hart shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, of the Nevada Supreme Court, of the Nevada State Bar, and of any other duly constituted public authority or agency.

2. **COMPENSATION:**

(a) Subject to the provisions of subparagraph (b) below, the County will pay Holland & Hart for services performed under this Agreement as follows:

   (1) The hourly rate in effect at the time services are performed for all professional services performed under this Agreement by Holland & Hart legal and paralegal staff actually providing the service. The primary attorneys who shall be assigned to perform services pursuant to this agreement are partner Fred Schmidt at $375/hr. and associate Tim Clausen at $225/hr.

   (2) Holland & Hart's actual costs and expenses incurred in performing professional services under this Agreement, including, but not limited to, travel, hotel and meals while traveling, long distance telephone calls, reproduction, and filing and service fees respecting any administrative matter. Holland & Hart shall use coach class air travel rather than first class air travel unless coach class is unavailable. Holland & Hart’s personnel shall utilize standard hotel lodging accommodations, or accommodations similarly priced. Holland & Hart shall obtain the prior written approval of Counsel for the County before incurring any costs or expenses in excess of $5,000.00 for any one item.
(b) Both parties understand and agree that all legal fees, costs and expenses must come from within the County's budget. No compensation in any given fiscal year of the County in excess of $50,000.00 overall, including costs and expenses, or in excess of $50,000.00 for Holland & Hart's actual costs and expenses, shall be due to Holland & Hart without prior written approval of the County by and through the appropriate signing/approval authority. Holland & Hart will not be obligated to perform services or incur costs or expenses, which would result in compensation due to Holland & Hart in excess of the amount approved by the County. However, it is Holland & Hart's obligation to inform the County if the financial cap is reached at which time Holland & Hart may continue performing work and incurring costs at its risk of not being paid and reimbursed, until the County approves an amended contract, or may cease such work until such approval is obtained.

(c) Payments will be made to Holland & Hart no more frequently than once each month. Holland & Hart shall provide the County with monthly invoices, which identify services by task, which shareholder, counsel, associate or paralegal provided the services and a brief descriptive narrative of the service provided. Payments will be made to Holland & Hart upon approval of the County. Invoices shall be sent to:

Denis Cederburg
Christopher Figgins
Clark County
500 S. Grand Central Pkwy, Second Floor
Las Vegas, NV 89155

3. **PROFESSIONAL LIABILITY INSURANCE**: Holland & Hart shall obtain at its own expense and shall maintain during the entire period this Agreement is in effect
professional liability insurance with a claims made policy limit of at least One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate.

4. **TERMINATION:**

   (a) The County may, at its sole discretion, terminate this Agreement at any time prior to completion by Holland & Hart of the services required herein upon ten days written notice in advance. Holland & Hart may terminate this Agreement upon such reasonable written notice to the County as will permit the County to retain other counsel and provide for the transition of any work then in progress.

   (b) In the event this Agreement is terminated, Holland & Hart will be compensated for all work performed to the effective date of termination in accordance with the provisions of Section 2 of this Agreement.

5. **INDEPENDENT CONTRACTOR:** The relationship of Holland & Hart to the County hereunder shall be that of an independent contractor and not an agent or employee. Holland & Hart shall have complete control over its employees and the method of performing its work under this Agreement. No permitted or required approval by the County of personnel, costs, documents or services of Holland & Hart shall be construed as making the County responsible for the manner in which Holland & Hart performs its services or for any acts, errors or omissions of Holland & Hart. Such approvals are intended only to give the County the right to satisfy itself with the quality of work performed by Holland & Hart.

6. **JOINT VENTURE:** Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the County and Holland & Hart, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.
7. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

(a) No officer, employee, or member of the governing body of the County shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) Holland & Hart represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Holland & Hart further covenants that in the performance of said services no person having any such interest shall be employed.

(c) No member of, delegate to or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be admitted to any share or part hereof or to any benefit to arise herefrom.

8. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

Holland & Hart warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has Holland & Hart paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the contract
price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

9. **RECORDS**: Holland & Hart shall maintain, and shall make available to the County and to County Counsel for inspection, books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with its general practices.

10. **NON-Discriminatory Employee Practices**: Holland & Hart will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or natural origin.

11. **Applicable Law**: Nevada law shall govern the interpretation of this Agreement.

12. **Assignment**: Holland & Hart shall not assign or transfer its interest in this Agreement without the prior written consent of the County.

13. **Severability**: Any provisions or portion of this Agreement prohibited as unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

14. **Notices**: Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail as follows:
To the County:  
Clark County  
500 S. Grand Central Pkwy.  
Las Vegas, NV 89155  
Attn: Denis Cederburg  
cc: Christopher Figgins

To Holland & Hart:  
777 E. William Street, Suite 200  
Carson City, NV 89701  
Attention: Fred Schmidt

15. **MODIFICATION OF AGREEMENT:** This Agreement may not be changed or modified except by written instrument executed by both parties.

16. **INDEMNIFICATION:** Holland & Hart shall indemnify, save harmless, and defend without cost the County and its officers, agents, and employees against any and all losses, claims, costs, damages and liability for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damages to real or personal property of any kind whatsoever, whether the person(s) or property of Holland & Hart, its agents or subcontractors, or of third parties, arising out of, or alleged to arise out of, the performance of the services under this Agreement, including the concurrent or joint negligence, whether active or passive, of the County, and its officers, employees or agents. This paragraph does not pertain to malpractice or professional liability.

17. **NON-EXCLUSIVE AGREEMENT:** Holland & Hart agrees that its partners and employees shall devote such time to the performance of its duties under this Agreement as is reasonably necessary. Subject to the applicable rules of professional conduct applicable to Holland & Hart, nothing herein shall be construed as a limitation upon the right of Holland & Hart to engage in any other legal services, consulting agreements, service agreements, business ventures or other activity.

18. **CAPTIONS:** The captions contained in this Agreement are for reference only and are in no way to be construed as part of this Agreement.
19. NO THIRD PARTY RIGHTS: This document shall not create any right in or benefit to parties other than the County and Holland & Hart.

20. WAIVER: The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every such provision.

21. COUNTERPARTS: This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

22. ATTORNEY-CLIENT RELATIONSHIP: An Attorney-Client relationship is hereby established between Holland & Hart and the County.

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

CLARK COUNTY
NOT TO EXCEED $50,000

BY: ____________________________________________
Name:
Title:

HOLLAND & HART, LLP

BY: ____________________________________________
Fred Schmidt

Approved as to form:

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