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Recording Requested by:

Name: EUREKA COUNTY

Address: _____

City/State/Zip EUREKA, NV

AGREEMENT FOR SPECIAL LEGAL SERVICES
(Title of Document)

**This page added to provide additional information required by NRS 111.312
Sections 1-2.
(Additional recording fee applies)**

This cover page must be typed or printed.

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Attorneys at Law

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**AGREEMENT FOR SPECIAL LEGAL SERVICES
BETWEEN
COUNTY OF EUREKA, NEVADA
AND
ROSSMANN AND MOORE, LLP**

THIS AGREEMENT, is made and entered into as of May 6, 2008, by and between the COUNTY OF EUREKA of Eureka, Nevada, a political subdivision of the State of Nevada (hereafter "EUREKA") and the law firm of ROSSMANN AND MOORE, LLP with offices at 380 Hayes Street, Suite One, San Francisco, California 94102 (hereafter "ATTORNEY").

RECITALS:

WHEREAS, EUREKA desires to contract for special legal services; and;

WHEREAS, ATTORNEY is specially trained, experienced, expert and competent to perform such services in connection with environmental impact assessment and water resources, of interest to EUREKA; and;

WHEREAS, the parties desire to memorialize the terms and conditions under which special legal services shall be furnished to EUREKA.

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

AGREEMENT:

1. SCOPE OF SERVICES

A. ATTORNEY shall provide adequate legal services in a competent and professional

manner to EUREKA on behalf of EUREKA to address environmental and economic impacts associated with a proposed molybdenum mine within the borders of EUREKA, related water resources matters, and other projects that may be assigned by EUREKA.

- B. Legal services shall include all activities of ATTORNEY necessary and reasonable in performance of the scope of services herein described.
- C. ATTORNEY shall consult with EUREKA's District Attorney Counsel on all significant matters during the course of preparing any public comments, and provide EUREKA with an advance copy of all letters or documents to be submitted in behalf of the EUREKA.

2. TERM

The term of this Agreement shall commence upon the first date above written and shall continue until either the completion or satisfaction of the terms and conditions of this Agreement.

EUREKA may terminate this Agreement at any time upon reasonable notice to ATTORNEY. During the period of the notice, ATTORNEY shall continue to work under this Agreement and act in the best interests of EUREKA. At the end of the period of notice all work by ATTORNEY shall cease and ATTORNEY shall promptly deliver all files relating to this ACTION to EUREKA or his designated representative so that EUREKA will not be prejudiced by any delay.

3. COMPENSATION

- A. HOURLY FEE: EUREKA agrees to pay ATTORNEY the following hourly rates, which shall be in effect for the duration of this Agreement unless otherwise agreed to by an amendment to this Agreement:

- | | |
|----------------------------------|-------------------|
| 1. Antonio Rossmann: | \$325.00 per hour |
| 2. Roger Moore: | \$275.00 per hour |
| 3. Jennifer Seidenberg: | \$190.00 per hour |
| 4. Nayelli González (paralegal): | \$75.00 per hour. |

The above rates shall be based upon ATTORNEY'S actual time expended in rendering the required legal services under this Agreement. Nonproductive travel time shall be compensated at half the above cited rates. The above stated hourly fee is inclusive of any and all costs or expenses associated with ATTORNEY'S staff or secretarial time expended.

- B. EXPENSES: In addition to the above hourly fee, EUREKA agrees to reimburse ATTORNEY for the following expenses:

1. The cost of reproducing and transmitting any documents necessary to ATTORNEY's representation of EUREKA;
2. Travel costs incurred in connection with representation of EUREKA.

No additional expenses, with the exception of those listed above, shall be paid to ATTORNEY without proper prior written or electronic approval by EUREKA.

4. TERMS OF PAYMENT

- A. Payment for full and complete satisfactory performance of such services prescribed in this Agreement shall be paid to ATTORNEY within thirty (30) days of EUREKA'S receipt of properly itemized invoice to EUREKA by ATTORNEY. Each itemized invoice shall itemize each task performed and the corresponding date with an adequate description of the work done.
- B. In the event that ATTORNEY is relieved as attorney under this agreement, ATTORNEY shall present a final bill to EUREKA within 30 days.

5. REPRESENTATIONS BY ATTORNEY

- A. ATTORNEY represents that each attorney providing legal services is an attorney at law admitted to practice in the State of California in good standing.
- B. ATTORNEY states that this Agreement reasonably compensates ATTORNEY for all foreseeable fees, costs and expenses to be expended in the proper and competent provision of legal services.

6. INDEPENDENT CONTRACTOR

- A. In the performance of the work, duties and obligations provided under the terms of this Agreement, it is mutually understood and agreed that ATTORNEY is an independent contractor.
- B. It is mutually understood and agreed that no employer-employee relationship is created and ATTORNEY shall hold EUREKA harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax; or other statutes or codes applying to ATTORNEY or his agents and employees, if any.
- C. It is mutually agreed and understood that ATTORNEY, his agents and employees, if any, shall have no claim under this Agreement against EUREKA for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.



7. RECORDS

ATTORNEY shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of four (4) years after the furnishing of all such services.

8. COMPLETENESS OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

9. EUREKA NOT OBLIGATED TO THIRD PARTIES

EUREKA shall not be obligated or liable hereunder to any party other than ATTORNEY.

10. AMENDMENTS TO AGREEMENT

This Agreement may not be modified, changed, or amended, except by written agreement properly executed by EUREKA and ATTORNEY.

11. STANDARDS OF PRACTICE

Standards of practice of ATTORNEY shall be determined by all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in the Agreement.

12. NOTICES

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

EUREKA
Theodore Beutel
Eureka County District Attorney
P.O. Box 190
Eureka, NV 89316-0190

ATTORNEY
Antonio Rossmann
Rossmann and Moore, LLP
380 Hayes Street, Suite One
San Francisco, CA 94102

13. ASSIGNMENT PROHIBITED

ATTORNEY shall not subcontract or consign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or entity without the express written approval of EUREKA.

14. CONFLICT OF INTEREST

ATTORNEY warrants and covenants that no official or employee of EUREKA, nor any business entity in which an official of EUREKA has an interest has been employed or retained to solicit or aid in the procuring of the Agreement, nor that any such person will be employed in the performance of such Agreement without immediate divulgence or such fact to EUREKA.

15. INDEMNITY

ATTORNEY shall indemnify, defend, and save harmless EUREKA, its agents, officers and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including, but not limited to: ATTORNEY'S negligent acts or omissions, arising out of the performance of this agreement, except liabilities and claims for damages (including reasonable attorney fees) resulting from ATTORNEY'S professional negligence which may be covered by ATTORNEY'S professional liability insurance; and except for any liabilities and claims for damages (including reasonable attorney fees) caused by EUREKA'S negligence or willful misconduct.

16. INSURANCE

ATTORNEY, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the entire term of this Agreement:

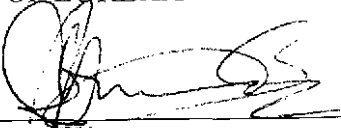
- A. One or more policies of professional liability insurance with limits of coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence with an annual aggregate of One Million Dollars (\$1,000,000.00);
- B. A policy of commercial general liability insurance with limits of coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence; and annual aggregate of One Million Dollars (\$1,000,000.00); and
- C. A policy of workers compensation insurance as is required by the California Labor Code, providing full statutory coverage.

17. CAPTIONS

The captions of each paragraph in the Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.




"EUREKA"
COUNTY OF EUREKA

By: 
CHAIRMAN
Board of County Commissioners

"ATTORNEY"
Rossmann and Moore, LLP

By: 
ANTONIO ROSSMANN
Its Managing Partner

ATTEST: 
Clerk of the Board

COPY

