

Notice of Public Meeting
HUMBOLDT COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING
Humboldt County Board of Commissioners Special Meeting
Monday, August 10, 2020
9:00 AM:

VIRTUAL

All times on this agenda are approximate. Consideration of items may require more or less time than is scheduled. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on the agenda; however, no action may be taken on Matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken. Additionally, public comment may be heard on any item listed on the Agenda. Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Commission meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Commission.

Agenda - Monday, August 10, 2020

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT - General public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on this agenda; however, no action may be taken on a matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken.
4. ENGAGEMENT LETTER WITH KEVIN DIAMOND AND THORNDAL ARMSTRONG DELK BALKENBUSH & EISINGER (FOR POSSIBLE ACTION) - - Consideration, discussion, and possible acceptance of an engagement letter with Kevin Diamond and Thorndal Armstrong Delk Balkenbush & Eisinger in an initial amount not to exceed \$30,000 for legal services related to the acquisition of the Star City Water System. Said initial engagement shall include working with the District Attorney's office to respond (if necessary) to any complaint filed in the Sixth Judicial District Court of Humboldt County, Nevada for Declaratory Judgment and/or Injunctive Relief. This amount will need to be increased should the retention involve representation of the County in any complaint to be filed in the Sixth Judicial District Court of Humboldt County, Nevada for Declaratory Judgment and Injunctive

Relief. Thorndal, Armstrong will attempt to resolve the matter via negotiation of a contract as opposed to litigation. For discussion and possible action.

4.A. RETAINER AGREEMENT

[Retainer.pdf](#)

5. PUBLIC COMMENT - General public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on this agenda; however, no action may be taken on a matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken.

6. ADJOURNMENT

NOTICE: -

NOTICE: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006"), the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended. This agenda has been physically posted at the locations noted above and electronically posted at (<https://www.hcnv.us>). To join the meeting, CTRL Click on the following:

NOTICE: - Pursuant to Section 3 of Directive 006, the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended until April 16, 2020. Pursuant to section 1 of directive 10, the March 12, 2020 Declaration of Emergency is extended to April 30, 2020 and all Directives promulgated pursuant to the Declaration of Emergency shall be in force for the duration that the Declaration of Emergency is in effect, unless specifically terminated by a subsequent order. Pursuant to directive 016, section 6, Directive 006 is extended until May 15 unless specifically terminated or extended by subsequent directives. Pursuant to Directive 018, section 23, Directive 016 and all Directives incorporated by reference within Directive 016 with specific expiration dates are extended until May 30, 2020. Pursuant to section 37 of Directive 21 states, Directive 018 and all Directives incorporated by reference within Directive 018 with specific expiration dates are extended until June 30, 2020. Pursuant to section 3 of directive 26, directive 006 is extended until July 31, 2020. Pursuant to section 4 of Directive 029, all directives promulgated pursuant to the March 12, 2020 Declaration of Emergency or subsections thereof set to expire on July 31, 2020, shall remain in effect for duration of the current state of emergency, unless terminated prior to that date by a subsequent directive or operation of law associated with lifting the Declaration of Emergency There will be a physical location for the meeting; however, the meeting may be accessed electronically through an internet connection at Microsoft Teams link. To join the meeting, CTRL Click on the following:

NOTICE: - Members of the public may make a public comment at the meeting without being physically present by emailing publiccomment@humboldtcountynv.gov prior to 8:00 a.m. on the day of the meeting and messages received will be transcribed for entry into the record and provided to the Board for review. Members of the public may also make a public comment at the meeting without being

physically present by accessing the meeting through the internet connection at the Microsoft Teams link:

NOTICE: - The administrative assistant at the County Manager's office located at 50 West 5th Street, Winnemucca Nevada, telephone number 775-623-6300 is the designated person from whom a member of the public may request the supporting material for this meeting and the County Manager's Office is the location where the supporting material is available to the public. Pursuant to Section 5 of Directive 006, the state law requirement that physical locations be available for the public to receive supporting material for public meetings is suspended. Staff reports and supporting material for the meeting are available on the Humboldt County website at <https://www.hcnv.us/> (click on the "Government" link on the home page) and are available to the general public at the same time the materials are provided to the Board.

NOTICE: The County Commission may close the meeting to receive information from legal counsel pursuant to Nevada Revised Statutes 241.015

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CERTIFICATE OF POSTING

PLACES POSTED: Humboldt Co. Courthouse, 50 W. 5th St.: Rooms 201, 205, & 207 at _____ A.M. By: _____

Humboldt County Library: 85 E. 5th St. at _____ A.M. By: _____

County Annex: 4th & Bridge St. at _____ A.M. By: _____

Winnemucca City Hall: 4th & Melarkey St. at _____ A.M. By: _____

Humboldt County Website: www.hcnv.us at _____ A.M. By: _____

State of Nevada Website: www.notice.nv.gov at _____ A.M. By: _____

MEETING DATE: August 10, 2020 POSTED BY: _____

DATE POSTED: _____

NOTE FOR SUPPORTING MATERIAL: A copy of the supporting material for the meeting may be obtained at Commissioner meeting/agendas on the Humboldt County website: www.hcnv.us or by contacting Dave Mendiola, County Administrator, at 50 W. Fifth Street, Winnemucca, Nevada 89445, (775) 623-6300

NOTICE TO PERSONS WITH DISABILITIES - Reasonable efforts will be made to assist and accommodate physically disabled persons desiring to attend the meeting. Please call the Humboldt County Administrator's Office at 623-6300 in advance so that arrangements may be conveniently made.

EQUAL OPPORTUNITY NOTICE - Humboldt County is an Equal Opportunity Employer and will not discriminate against employees or applicants for employment or services in an unlawful manner.

NON-DISCRIMINATION STATEMENT - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc) should

Contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-9339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7422; or
- (3) email: program.intake@usda.gov

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JOHN L. THORNDAL
JAMES G. ARMSTRONG
STEPHEN C. BALKENBUSH
PAUL F. EISINGER
CHARLES L. BURCHAM
BRIAN K. TERRY
ROBERT F. BALKENBUSH
PHILIP GOODHART
KATHERINE F. PARKS
KEVIN R. DIAMOND
MICHAEL C. HETTY
GREGORY M. SCHULMAN
MEGHAN M. GOODWIN

W. RANDOLPH PATTON*
THIERRY V. BARKLEY*
JOHN D. HOOKS
DOUGLAS J. DUESMAN
DANIEL J. MCCAIG
CHRISTY LYN M. GALLIHER
VINCENT M. GODINHO
AILEEN E. COHEN*
HARRY J. ROSENTHAL*
JUSTIN H. PFREHM*
EBAN M. MILMEISTER
MICHAEL C. WINN
STEPHANIE A. CHARTER*

Of Counsel*



**THORNDAL
ARMSTRONG**
DELK BALKENBUSH & EISINGER

A PROFESSIONAL CORPORATION
ATTORNEYS
www.thorndal.com

KEVIN DIAMOND, ESQ.
Las Vegas Office
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August 4, 2020

LAS VEGAS

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ELKO, NV 89801
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CRAIG R. DELK
Retired Former Shareholder

JAMES J. JACKSON
(1958-2014)

ENGAGEMENT AGREEMENT

MICHAEL MACDONALD, ESQ.
HUMBOLDT COUNTY DISTRICT ATTORNEY
501 S. BRIDGE ST.
P.O. BOX 909
WINNEMUCCA, NV 89445

VIA E-MAIL ONLY

Re: Humboldt County/Star City Acquisition Representation

Dear Michael:

1. GENERALLY.

1.1. Agreement. This is an Engagement Agreement (“Agreement”) between you (the “Client”) and us (the “Firm”) for legal advice and services. It describes the services we will be providing to you and how you will be charged for them. **Please read these terms carefully. If you have any questions about this Agreement, do not hesitate to contact me or independent counsel.** In this agreement:

- (a) References to the “Firm” or to first person plural pronouns (“we”, “us”, “our”, etc.) refer to THORNDAL, ARMSTRONG, DELK, BALKENBUSH & EISINGER.
- (b) References to “Mr. Diamond” are references to Kevin R. Diamond, Esq., who is an employee of the Firm.
- (c) References to the “Client” or to second person pronouns (“you”, “your”, “our”, etc.) refer to Humboldt County.

Attorneys also licensed to practice in
Arizona, California, Utah, Oregon, Maryland and North Carolina

1.2 Conditions. This agreement will not take effect—and we will have no obligation to provide legal services—until you return a signed copy of this Agreement.

2. SERVICES.

2.1 Specific Services. As you know, you are currently seeking legal representation in regards to the Star City Acquisition matter. The scope of these matters will depend upon fact specific issues which arise, and therefore may change from time to time (the “Case”). Services likely will include correspondence, reviewing contracts, reviewing CC&Rs, negotiations, phone calls, homeowners association and/or administrative hearings, drafting agreements, legal research, and possibly may require litigation related tasks [including drafting pleadings, motions, discovery, taking depositions], etc. You have retained us as individual counsel to represent your interests in this regard.

2.2 No Guaranteed Outcome. Because legal cases are dependent upon facts, circumstances, and decisions made by the court, we cannot and do not make any promises with respect to the outcome of the Case. The Firm’s comments about the outcome of Client’s matters, if any, are expressions of opinion only. It is understood that it is impossible to predict how long a matter will take, how much it will cost, or what the resulting outcome may be.

2.3 No Tax Advice. No advice is given regarding tax consequences, and the Firm specifically is not providing tax advice, although questions relating to tax matters may come up. Client agrees to seek tax advice elsewhere, and to hold the Firm harmless from any tax effects.

2.4 Personnel. Mr. Diamond will serve as the lead attorney in this Case, assisted by associates of the firm. The Firm reserves the right to select from its employees the persons who will assist with services to be rendered from either the Firm’s Las Vegas or Reno office.

3. FEES.

3.1 Time-Based Fees. Services rendered to you by us will be billed by the hour, and you agree to pay The Firm the amounts billed. Time will be billed in tenth-hour (six-minute) increments, rounded to the next highest tenth of an hour. Services rendered by Mr. Diamond, as a Firm Partner, shall be billed at \$250 per hour. Services rendered by a firm Associate shall be billed at \$225 per hour. Services performed by a firm paralegal shall be billed at \$95 per hour.

3.2 Retainer. A retainer is not required.

3.3 Estimated Legal Fees. In most cases it is impractical to estimate the legal fees, and any estimate we have given is not meant to be an accurate or exact projection.

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4. **TERMINATION.**

4.1 **Withdrawal.** Client may discharge the Firm at any time, although Client understands that court rules might still require the firm to file a motion to withdraw. The Firm may withdraw at any time at the firm's discretion. In either such circumstance, the Client agrees to sign the documents necessary to permit the attorney to withdraw.

4.2 **Grounds for Withdrawal.** Client has been informed that among the events that should be expected to cause the Firm's withdrawal from this case are Client's breach of any portion of this Agreement (including its payment provisions), Client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful, unethical, or impractical.

4.3 **Firm to Be Paid Amounts Due and Owing Upon Termination.** If the Client desires to retain other counsel, the Firm shall be paid the amount then due and owing for work performed by the Firm for Client (including all fees and costs incurred prior to termination or withdrawal, all time spent to withdraw, and any time spent to collect fees and costs).

5. **MISCELLANEOUS PROVISIONS**

5.1 **Enforcement.** This Agreement shall be construed and enforced under Nevada law. You agree to pay all costs we reasonably incur to enforce this Agreement, including out-of-pocket costs and attorney fees.

5.2 **Severability.** If one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply and be enforceable.

5.3 **Counterparts.** A copy of this Agreement may be executed as a counterpart hereof, and each copy so executed shall be deemed to be an original, and all such copies shall together constitute and be one and the same instrument.

6. **EXECUTION.**

If this Agreement meets with your approval, please have this dated and signed and return one executed copy to this office.

This Agreement is a formal legal contract for the Firm's services. It protects both you and our firm and is intended to prevent misunderstandings. **Do not sign this agreement until you have read it thoroughly and are sure you understand its terms.** If you do not understand it or if you believe this written Agreement does not contain all the terms you believe

MICHAEL MACDONALD, ESQ.

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are in effect between us, please let me know immediately. You have an absolute right to discuss this agreement with independent counsel (or any other advisor) before entering into this Agreement, and we encourage you to do so.

Sincerely,

Kevin Diamond

I hereby acknowledge that I have read, understand, and agree with the terms and conditions set forth in this Engagement Agreement dated August 4, 2020.

Dated this _____ day of _____, 2020.

KEN TIPTON, CHAIRMAN
HUMBOLDT COUNTY BOARD OF COMMISSIONERS