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AGREEMENT BETWEEN DOUGLAS COUNTY, NEVADA  
AND BECKER & BELL, INC. FOR NEGOTIATIONS  
AND CONSULTANT SERVICES IN EMPLOYER-EMPLOYEE RELATIONS

BARBARA REED  
CLERK

BY J. Hoffman DEPUTY

THIS AGREEMENT is made and entered into this 12th day of November 1987, by and between DOUGLAS COUNTY (herein called "County"), and BECKER & BELL, a California corporation, P. O. Box 2160, Placerville, California 95667 (herein called "Consultant").

#### RECITALS

1. County desires to obtain the services of a consulting firm to provide labor relations and negotiation services necessary for the County's operation; and
2. Consultant possesses the necessary skills and qualifications to provide the services required by the County.

#### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

3. Term: The respective duties and obligations of the parties hereto shall commence on January 1, 1988 and continue for twenty-four months and from year to year thereafter unless either party gives written notification to the other to modify or terminate it in its entirety. Such notice shall be given during the last sixty-day period preceding the expiration of this agreement.

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BOOK 1187 PAGE 2145

4. Scope of Service: Consultant agrees to provide the following services:

- A. Negotiations Services: Consultant will provide professional representation for County with County's bargaining units of employees during negotiations, attend necessary meetings with the County Commissioners and the County's Management Team and prepare for such negotiations and meetings.
- B. Advisory Services: Consultant will advise County in all areas of employer-employee relations, including attendance at management meetings concerning grievance problems, potential arbitration problems and consultation with the employee organizations. This also includes unlimited telephone consultation.
- C. Advice on Grievance and Disciplinary Action:
  - Consultant will consult on all grievance problems and disciplinary action providing guidance for their resolution.
- D. Training: Consultant will provide training to managers and supervisors in contract orientation upon reaching final agreement with the organizations representing the negotiating units.
- E. Special Services: Services other than those described above shall be considered special services and compensation will be at the rate of

Ninety-Five Dollars (\$95.00) per hour or a flat rate to be negotiated between the parties. Such special services may include the preparing and presenting of factfinding and/or arbitration cases, conducting classification and/or compensation studies, providing training programs for County personnel and providing technical recruiting and selection assistance as required by the County.

5. Compensation: County shall compensate Consultant for the services in paragraphs A through D above the sum of Fourteen Thousand Eight Hundred Thirty-Two Dollars (\$14,832.00) for the first twelve-month period beginning with January 1988. For the second twelve-month period County shall compensate Consultant the sum of Fifteen Thousand Two Hundred Forty Dollars (\$15,240.00) beginning January 1989. All annual amounts shall be paid in monthly payments payable within ten (10) days from receipt of invoice.

6. Expenses: Consultant shall be reimbursed for all reasonable and necessary expenses incurred on behalf of the County for travel, meals and lodging. Travel by Consultant to and from County shall be billed at Eighty-five Dollars (\$85.00) for each trip. Meals shall be reimbursed at the County's rate of reimbursement. Lodging shall be reimbursed on a cost basis. Expense reimbursement shall be due and payable within ten (10) days of receipt of invoice from Consultant.

7. Obligation of County: County shall assist Consultant by providing information, personnel, space and facilities as follows:

- A. All information reasonably within County's control or accessible to County and which may be helpful to Consultant in the performance of his services as provided herein; and
- B. A management team composed of members of the affected departments and at least one member of the Department of Personnel or Administrative Office to assist Consultant during the meet and confer sessions; and
- C. Supplemental clerical and stenographic assistance as Consultant may reasonably require for the performance of his services as provided herein; and
- D. A suitable location where meet and confer sessions may be conducted.

8. Independent Contractor: It is expressly understood and agreed to by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the County.

9. Entire Agreement: This agreement shall constitute the entire understanding of the parties hereto and this agreement shall not be modified unless made in writing by the parties hereto.

The parties hereto have executed this agreement the day and year first appearing herein.

DOUGLAS COUNTY, NEVADA

BECKER & BELL, INC.

By Jerry J. Binner

By [Signature]

ATTEST:

Barbara B. Reed

Approved as to Form and Legal Effect:

By Brent Robert

COPIED

REQUESTED BY

DOUGLAS COUNTY  
IN DEPT. OF RECORDS & CLERK  
DOUGLAS CO. NEVADA

D.A. ✓

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SUZANNE BEAUDREAU  
RECORDER

PAID [Signature] DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: November 17, 1987  
B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

5 By Julie Hoffman Deputy

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BOOK 1187 PAGE 2149