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BARBARA NEED
BY *[Signature]* COUNTY

AGREEMENT BETWEEN
DOUGLAS COUNTY
AND
WALKER & ASSOCIATES

THIS AGREEMENT is entered into this 1st day of July, 1999, by and between Douglas County, (hereinafter referred to as "the County") and Walker & Associates (hereinafter referred to as "the CONSULTANT").

WITNESSETH:

WHEREAS, the County desires to have the CONSULTANT provide specified services during the term of this Agreement; and,

WHEREAS, the County and the CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT'S duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: CONSULTANT'S SERVICES

A. The CONSULTANT will provide advice and consultant services with respect to matters concerning the County in connection with general legislative issues. These services will include, but are not limited to, preparing documents, research and fiscal analysis for the interim legislative committees, meeting with legislators, and monitoring six interim legislative committees including the following:

- 1) SB 253 Committee. The Committee reviews the distribution of taxes amongst local governments. There will be several tax issues analyzed by the Committee which will have direct financial impacts on the County. These issues include the study of fuel tax distribution, centrally assessed taxation, personal property taxation, AJR 17 (California Proposition 13 bill), property tax depreciation and others.

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2) SB 556 Task Force on Public Health. This Task force will study state policy concerning access to public health and its cost. It will include determining what basic coverage should be provided in health insurance and health plans in the State (which could affect local government employees coverage). It will also review basic health care services and access to health care statewide. The Task Force will review what Local Governments are providing in their county indigent and county health departments along with what health services private and State government provide. It will review methods to provide funding for public health clinics which could greatly reduce county indigent costs by providing a lower cost alternative to emergency care.

3) AB 119 Study of Sovereign Immunity. This study will determine whether the limitation of the current \$50,000 is appropriate or should be raised. It will also review whether a combined cap should be implemented, which would benefit local governments. This has direct impact on the costs of claims as well as the cost of insurance to local governments.

4) ACR 3 Study to determine feasibility of transferring highway owned by the state to counties or streets owned by the counties to the state. This could either be beneficial or detrimental to counties.

5) ACR 13 Study of the Juvenile Justice System. This is a continuation of past studies and is an excellent tool in educating legislators regarding the strengths and weaknesses of the current system.

6) AB 386 Study of Hospital Disproportionate Share. This study will review whether rural hospitals should receive more disproportionate share monies from the State as well as other matters.

The CONSULTANT will provide County monthly updates of pending legislation and status of the interim committees.

B. The services shall also include assisting the County in formulating a legislative strategy for the 2001 Legislature including development of bill drafts for local and regional issues, working with legislators and NACO regarding upcoming legislative issues and the submittal of bill drafts to the Legislature.

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SECTION II. COMPENSATION AND TERMS OF PAYMENT

A. The County agrees to pay the CONSULTANT \$1,250 per month, commencing on July 1st, 1999 through June 30, 2000 for a total amount not to exceed \$15,000.

B. In addition, the County agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, travel, lodging, meals, long distance telephone calls, reproduction and other expenses. It is anticipated these expenses shall not exceed \$500.

C. Invoices shall be provided to County by the 10th day following the close of the month. All payments shall be due within 20 days upon receipt of the invoice. Failure to pay the agreed upon amount as per this Section will constitute a breach of this agreement.

SECTION III. TERM AND TERMINATION

A. The County agrees to retain the CONSULTANT for the period beginning July 1, 1999 to June 30, 2000, unless otherwise terminated as provided herein.

B. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. The CONSULTANT is entitled to pro rata fees and reimbursement of expenses up to any termination date.

SECTION IV: INDEPENDENT CONTRACTOR

A. The CONSULTANT is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, nor joint venturer with the County.

SECTION V: SERVICES TO BE PERFORMED

A. The CONSULTANT shall be responsible for the professional quality, timely completion, and coordination of all services furnished by the CONSULTANT.

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B. As consultants, the County understands that the CONSULTANT will act solely in an advisory and consulting capacity. The CONSULTANT cannot and will not make decisions on behalf of the management of the County. Any final decisions with regard to any of the matters for which the CONSULTANT has been retained remain solely the County's.

SECTION VI: MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

CONSULTANT: Ms. Mary C. Walker
Walker & Associates
5650 Old Hwy 395 N
Carson City, Nevada 89704

The County: Mr. Dan Holler
County Manager
P.O. Box 218
Minden, NV 89423

B. This agreement may not be assigned by either party without the express written consent of the other party.

C. The County and the CONSULTANT agree that this agreement does not constitute an exclusive relationship. The CONSULTANT maintains the right to engage in any other consulting agreement, service agreement, business venture or other activity, and the CONSULTANT retains the right to refuse to undertake a project, task or assignment that is contrary to any previous or current position that was taken by the CONSULTANT or its principals in representing a former employer or other client. The CONSULTANT agrees that information obtained from the County or its agents, and work product provided to the County by the CONSULTANT under this agreement, regardless of the form of that information or work product, may not be divulged to non-parties to this agreement without the prior written consent of the Douglas County Manager.

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D. In the event a conflict between other clients arise, CONSULTANT shall notify Douglas County Manager and representation shall be resolved through mutually agreed upon methods, including the CONSULTANT acting as an intermediary between the parties.

E. This agreement will be interpreted and enforced under Nevada Law. Any lawsuits to enforce any part of this agreement must be brought in Douglas County.

F. This agreement is solely for the benefit of the parties hereto. This agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

G. This agreement embodies the whole agreement between the parties. There are not inducements, promises, terms, and conditions or obligations made or entered into by the County or the CONSULTANT other than those contained in the agreement.

IN WITNESS WHEREOF, the County and the CONSULTANT have duly executed this Agreement on the date first written above.

WALKER & ASSOCIATES

Mary C Walker
Mary C. Walker, President

DOUGLAS COUNTY

Daniel C. Holler
Dan Holler, County Manager

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER 0473396

PAID DEPUTY

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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: July 29 1999
B. REED Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy

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