

Assessor's Parcel Number: N/A

Date: JUNE 22, 2011

Recording Requested By: _____

Name: T MICHAEL BROWN, COUNTY MANAGER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 0.00
BK-0611 PG- 4644 RPIT: 0.00



CONTRACT #2011.143
(Title of Document)

2011 143

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**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
WALKER AND ASSOCIATES
661 GENOA LANE
MINDEN, NV 89423
FOR
LEGISLATIVE CONSULTING SERVICES**

FEB THRU AN
CLERK
[Signature]

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent Consultants; and

WHEREAS, Douglas County desires to employ a legislative consultant to keep the County informed of legislative issues and to lobby on behalf of Douglas County; and

WHEREAS, it is deemed that the continued services of Consultant herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Consultant represents that they are duly qualified, staffed, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. July 1, 2011 through June 30, 2012.

2. WORK TO BE PERFORMED. The parties agree that the services to be performed are as follows:

The Consultant will provide advice and consultant services for matters concerning the County in connection with legislative issues. These services include, but are not limited to: preparing documents, research and fiscal analysis of legislative matters; meeting with legislators; monitoring legislative committees and statewide financial committees; providing updates of pending legislation and notifying county commissioners and staff of legislation that they should appear on. The services also include assisting the County in formulating and finalizing strategy for the Legislature, including development of bill drafts, working with legislators and NACO and submittal of bill drafts to the Legislature.

3. PAYMENT FOR SERVICES. Consultant agrees to perform the work set forth in paragraph (4) at a cost of \$3,583 per month for a total amount not to exceed \$43,000. The County shall make equal payments each month during the contract period, based on the Consultant providing an invoice by the 10th day of each month.

4. INDEPENDENT CONSULTANT STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 333.700 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent Consultant or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent Consultants are met.

5. Industrial INSURANCE. Consultant further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. §616B.627. Consultant also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Walker and Associates has entered into a contract with Douglas County to perform work from July 1, 2010 to June 30, 2011 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the Consultant is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Consultant agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Consultant does not maintain coverage throughout the entire term of the contract, Consultant agrees that County may, at any time the coverage is not maintained by Consultant, immediately order the Consultant to stop work, suspend the contract or terminate the contract.

6. CONFLICT OF INTEREST. Consultant has notified the County that they also represent other entities at the Legislature. By signing this Contract, Consultant agrees to not support or lobby for a position or bill that is in conflict with or contrary to the best's interests of Douglas County. Consultant also agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or payment, from this Contract.

7. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 10 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, unless the contract is terminated pursuant to Section 6.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. If the parties cannot agree on an arbiter, then the party defending the controversy shall make the ultimate decision on the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

9. COMPLIANCE WITH APPLICABLE LAWS. Consultant shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Consultant shall not assign or transfer any obligations or duties under this contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Consultant related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Consultant in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Consultant's expense, by Consultant to the County upon completion, termination or cancellation of this contract.

13. PUBLIC RECORDS LAW. Consultant expressly agrees that all documents ever submitted, filed, or deposited with the County by Consultant, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity

14. INDEMNIFICATION. Consultant agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Consultant or Consultant's agents or employees.

15. **MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

16. **NO APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

17. **NOTICE.** Any notice required under this Contract shall be in writing and shall be sent postage prepaid certified or registered to the following:

Consultant: Mary C. Walker
661 Genoa Lane
Minden, NV 89423

County: T. Michael Brown
Douglas County Manager
P.O. Box 218
Minden, NV 89423

IN WITNESS WHEREOF, the parties hereto have caused this contract for legislative consulting to be signed and intend to be legally bound thereby.

Mary C. Walker 6-22-11
Mary Walker (date)
On behalf of and with authority to sign for Walker and Associates

Michael A. Olson
Michael Olson, Chairman (date)
Douglas County Manager
Douglas County Board of Commissioners

Attest:
Ted Thran
Ted Thran, Douglas County Clerk (date)

BY: [Signature]
CLERK TO THE BOARD

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: June 22 2011
Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

END OF DOCUMENT