

180736

AGREEMENT BETWEEN
EUREKA COUNTY
AND INTERTECH SERVICES CORPORATION
FOR PROFESSIONAL SERVICES

This is an Agreement made as of February 1, 2003 between Eureka County (COUNTY) and
Intertech Services Corporation (Intertech)

SECTION 1 - ASSIGNMENT

1.1. COUNTY wishes Intertech to perform professional services, to serve as COUNTY'S professional representative, and to provide professional consultation and advice for a professional fee (as set forth below) in connection with lobbyist representation before the Nevada Legislature and the U.S. Congress. (the "Assignment").

SECTION 2 - BASIC SERVICES OF INTERTECH

2.1. Intertech shall perform the professional services as described in Exhibit A - Scope of Services.

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall:

3.1. Provide all critical and full information as to COUNTY'S requirements and designate a person with COUNTY to act on COUNTY'S behalf on all matters concerning the Assignment;

3.2. Furnish to Intertech all existing studies, reports, and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and Intertech shall be entitled to rely upon all such information and services in performing service hereunder;

SECTION 4 - PERIOD OF SERVICE

4.1. The period of service wherein Interitech is authorized to provide the services described shall be February 1, 2003 through May 31, 2003 unless extended in writing by mutual consent of the COUNTY and Interitech after a request for such an extension has been submitted to and approved by the COUNTY.

SECTION 5 - PAYMENT

5.1. COUNTY agrees to reimburse Interitech a sum not to exceed \$12,000.00 for satisfactory work with regard to the Scope of Services outlined in Exhibit A. Any anticipated expense in excess of \$12,000.00 must be approved in advance and in writing by COUNTY.

5.2. Fees for services rendered will be accrued in conformance with the fee schedule included as Exhibit B Fee Schedule.

5.3. Interitech shall submit monthly statements of services rendered and reimbursable expenses.

5.4. Interitech's above charges are on the basis of prompt payment of bills rendered and continuous progress work in accordance with the Scope of Services.

5.5. If COUNTY fails to make any payment due Interitech for services and expenses within thirty-days after receipt of Interitech's bill therefor, the amount due Interitech shall include a charge at a rate of 1.5 percent per month from said thirtieth day and, in addition, Interitech, by, after giving seven day's written notice to COUNTY, suspend services under this Agreement until Interitech has been paid in full all amounts due for services and expenses.

SECTION 6 - MISCELLANEOUS

6.1. The obligation to provide further services under this Agreement may be terminated (a) by COUNTY without cause upon seven days' written notice to Interitech and (b) by Interitech for cause upon seven days' written notice to COUNTY. In the event of any termination, Interitech will be paid for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

6.2. COUNTY and InterTech, and the respective partners, successors, executors, administrators, assigned legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns, and legal representatives of such other party in respect of all covenants, agreements, and obligations of this Agreement.

6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and InterTech.

6.4. If legal action is brought between the parties with respect to this Agreement, the prevailing party in such action shall recover reasonable attorney's fees and costs of suit incurred in such action, in addition to any other relief to which such party may be entitled.

6.5. This Agreement (consisting of 3 pages) and Exhibits A and B thereto (consisting of 2 pages), constitutes the entire Agreement between COUNTY and InterTech and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement and said Exhibits A and B may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

EUREKA COUNTY

INTERTECH SERVICES CORPORATION



Chairman
Board of County Commissioners



Mike L. Baughman, Ph.D.
President

Attest: Frances Alb Clerk

EXHIBIT A
SCOPE OF SERVICES
INTERTECH SERVICES CORPORATION
LOYALIST REPRESENTATION OF EUREKA COUNTY
BEFORE THE NEVADA LEGISLATURE AND THE U.S. CONGRESS
February 1, 2003 through May 31, 2003

1. Prepare for and participate in a late January/ early February workshop with the Eureka County Commission to identify issues pending before the Nevada Legislature which are of interest to the County. This will enable ISC to focus its representation of the County on those issues of importance.
2. Monitor introduction of new legislative proposals and inform Eureka County of those which may be of interest.
3. Providing the Board of Eureka County Commissioners with regular updates on the status of legislative committees of concern.
4. Work with Legislative leadership to ensure timely introduction and Committee consideration BDR 23-399.
5. Monitor committee action on BDR 23-399 and other issues of importance to the County.
6. Coordination with other local governmental entities to secure broad support for BDR 23-399.
7. Scheduling and participating in meetings with legislative committee members to explain, discuss and obtain support for BDR 23-399 and other Eureka County legislative recommendations.
8. Coordination with County elected officials and staff to maintain local awareness of legislative committee progress and the possible need for local participation in committee hearings.
9. Preparation of draft testimony and presentation materials for use by County officials when testifying before legislative committees.
10. Coordination with Nevada's congressional delegation to encourage progress in moving the Minion's Grave Cemetery legislation toward passage by the House and Senate. May involve other periodic contact with other members of the Congress. Most congressional work will be done via telephone and e-mail.

EXHIBIT B
FEE SCHEDULE

Principal	\$110.00/hr.
Senior Associate	\$ 85.00/hr.
Associate	\$ 70.00/hr.
Research Assistant	\$ 50.00/hr.
Admin. Asst.	\$ 32.00/hr.
Office Aide	\$ 20.00/hr.

Per Diem	\$26.00/day
Mileage	\$.32/mile
Copies	\$.10/ea.
Lodging, airfare, ground transp., car, rental, parking, long distance telephone, software, reference materials, reproduction and printing, supplies, and other normal expenses	at cost

BOOK 357 PAGE 273
OFFICIAL RECORDS
Eureka County
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RECEIVED
CLERK, RECORDATION RECORDER
FILE NO. FEES *no fee*