

Official Record

Recording requested By
EUREKA COUNTY, NV

Eureka County - NV

Mike Rebaleati - Recorder

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PUBLIC POLICY INNOVATIONS, LLC

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bjorn@selinder.net

0212965

December 18, 2008

Eureka County
Board of Commissioners
P.O. Box 677
Eureka, NV 89801*Re: Terms of Engagement for 2009- 2010 Legislative Services*

Dear Madam Chair and Members of the Board:

Your request for me to perform services for the Eureka County Board of Commissioners ("you") in connection with legislative matters for 2009 and 2010 to include the 2009 Nevada State Legislature is most appreciated. I look forward to serving you in a capacity that will meet your needs. This letter and proposal will set forth the terms of engagement and will serve as an agreement ("the Agreement") between Public Policy Innovations, LLC ("PPI") and you.

1. My Client(s); Terms of Present and Future Engagements. You, but not any affiliates or other related persons or entities, are PPI's client(s). Unless it is otherwise agreed in writing, this Agreement sets forth the entire agreement for rendering services for the current and any future engagements. Any agreements currently in effect are superseded as of the effective date of this agreement.

2. Scope of Work. PPI will, provide services to Eureka County for a 2-year period beginning January 1, 2009 and extending to December 31, 2010 including representing you on state legislative matters before the 2009 Nevada Legislature. PPI's duties and responsibilities during the legislative session will include:

- a) Advising you of matters coming before legislative committees and sub-committees, as they occur and participate in representing your position as needed and directed by you.
- b) Identify, track and assist you in influencing proposed state legislation affecting you.
- c) Advise you of political and other factors affecting the adoption of state and local legislative programs.
- d) Attend and coordinate meetings with government and elected officials, as needed, to promote state and local legislative programs.
- e) Provide you with reports and other information on a regular basis detailing the status of legislation of interest to you.

In addition to the services related to the 2009 Legislative Session as outlined above, Public Policy Innovations proposes the following scope of services to Eureka County for the duration of the contract following the Session:

- Inform the County Commissioners or their designee of any pending interim committee or subcommittee hearings with potential impact to Eureka County and meet or otherwise communicate with county staff to evaluate the nature and extent of proposed legislation.
- Assist the County Commissioners or their designee in the development of testimony and corroborating evidence with respect to legislation being considered by an interim legislative committee or subcommittee.
- Attend interim legislative committee or subcommittee meetings or hearings and present testimony and supporting documentation as directed by the County Commissioners in the event that no county staff or other elected representative is available.
- In the event that county staff or elected representatives are available to present testimony, consultant will attend said hearings or meetings to introduce person/s providing testimony and to provide additional comments in furtherance of Eureka County's position as may be necessary.
- Prepare such reports as may be necessary to the County Commissioners outlining all pending issues and their status.

3. Fees. Consultant proposes to provide services to Eureka County for a 2-year period beginning January 1, 2009 and extending through December 31, 2010 for an all-inclusive rate of two-thousand five-hundred dollars (\$2,500) per month plus direct expenses. Travel shall be reimbursed at the prevailing government mileage rate as established by the Internal Revenue Service. Reimbursement for travel costs and direct expenses may be shared between Consultant's clients (depending on their number and representation at any particular function) thereby potentially reducing costs to individual client.

Should Eureka County direct Consultant to perform any duties not outlined in the scope of work, such time will be billed in addition to the monthly installment at the rate of \$120 per hour. PPI will obtain prior approval from you before incurring any of these expenses. All direct expenses shall generally be incurred at cost.

4. Billing Statements: Carrying Charges on Unpaid Balance. Except as otherwise agreed, PPI will bill you on a monthly basis, and you agree to pay on receipt any balance due. The billing statement will be presented initially in a standard format. Thereafter, you may have the billing statement in any reasonable format of your choosing. Should you have any questions about your billing statement, please contact PPI promptly, but in any event no later than thirty (30) days after you receive the statement. Timely payment of invoices is expected. PPI does not extend credit to its clients. If fees are not paid promptly (within 30 days of the date of the statement), PPI reserves the right to cease work on your behalf and withdraw as your representative. If payment is not received by the end of the month following the month in which PPI issued our statement, you agree to pay a carrying charge of 1% per month (subject to adjustment by PPI from time to time as indicated on our statements) on the unpaid balance of the statement from the date of the invoice.

5. Termination. You may terminate the services of PPI at any time upon 30 days written notice, and PPI may also terminate services upon 30 days written notice. PPI's services as your representative will end at the earliest of (a) your termination of PPI's representation, (b) PPI's withdrawal, or (c) the substantial completion of PPI's substantive work.

6. Waiver of Certain Conflicts. PPI's representation of you is limited in scope and therefore, you have agreed that PPI may represent, now and in the future, other persons and entities. You have agreed that while representing you in active, pending matters, PPI may represent other clients in any matters adverse to you (or any of your affiliates), provided the matters (a) are not substantially related to active matters PPI is working on for you, and (b) do not involve situations where PPI has obtained confidential information from you that is material to the new matter(s). In addition, if PPI's representation of you is terminated, PPI may thereafter represent other clients with interests adverse to yours, provided that the representation does not involve confidential information PPI has obtained from you that is material to those matters. PPI agrees to provide you with a current client list and provide and disclose any new clients within thirty (30) days of contracting with a new client. By executing this Agreement you are confirming the above and agreeing to waive any conflict of interest that arises in such situations.

7. Records and Documents. All information and documents prepared by PPI pursuant to this Agreement will not be released to parties other than you, without your prior written consent. Any reuse of such information and documents by you except for the specific purpose intended will be at your sole risk and without liability or legal exposure to PPI.

8. No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of your matters before the Legislature. Nothing in this Agreement or any statements by PPI constitutes a promise or guarantee. Any comments about outcome of your matters are expressions of opinion only.

9. Arbitration and Waiver of Jury Trial. Any dispute between us shall be subject to binding arbitration. This means, among other things, that any dispute based upon, arising out of or relating to this Agreement, this Agreement to arbitrate disputes, the engagement and/or performance or failure to perform services, is subject to binding arbitration. In addition, all questions regarding the arbitrability of the dispute, including whether we have agreed to arbitrate the dispute, shall be decided by such arbitration.

The arbitration shall be held in Churchill County, Nevada before an arbitrator to be mutually agreed upon by both parties. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

As a practical matter, by agreeing to arbitrate all parties are waiving jury trial.

This agreement to arbitrate disputes between us applies even if some person or entity claims that this agreement is void, voidable or unenforceable for any reason.

10. Attorney's Fees. The prevailing party in any arbitration or litigation arising out of or relating to the engagement, this Agreement, any obligations created by this Agreement, and/or the performance or failure to perform services (including, without limit, claims of breach of duty or negligence under the terms of this agreement) shall be entitled to recover all attorney's fees, all experts' fees and expenses and all costs (whether or not such costs are recoverable pursuant to Nevada law) as may be incurred in connection with either obtaining or collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled.

PPI

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11. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering services. It can be amended or modified only in writing. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the validity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared severable.


Please contact me as soon as possible if this Agreement does not accurately reflect your understanding. Any changes or corrections must be made in writing and signed by both of us. Please sign and return the enclosed acknowledgement copy of this Agreement and retainer at your earliest convenience.

Federal Employee I.D. #

20-2260935

Sincerely,

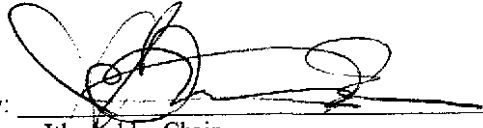
PUBLIC POLICY INNOVATIONS, LLC


Bjorn P. Selinder, Owner

The undersigned has read and understood this Agreement. The undersigned acknowledges that this Agreement is subject to binding arbitration provided in Paragraph 9 above. The foregoing accurately sets forth all the terms of our engagement, and is approved and accepted on DECEMBER 18, 2008

Federal Employer I.D. Number

88-6000080


By: _____
James Ithurbalde, Chair
Board of Eureka County Commissioners

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