

Item #8-4A

**City of Carson City
Agenda Report**

Date Submitted: July 7, 2009

Agenda Date Requested: July 16, 2009

Time Requested: Consent

To: Mayor and Supervisors

From: Lawrence A Werner P.E., P.L.S., City Manager

Subject Title: Action to approve an agreement between Carson City and Walker & Associates for governmental affairs services for the period July 1, 2009 through September 30, 2009 from the General Fund.

Staff Summary: Walker and Associates will provide advice and consultant services with respect to matters concerning the City in connection with general legislative issues through September 2009. It is recommended that we retain Walker and Associates through this period because of the number and complexity of the legislative studies scheduled.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move approve an agreement between Carson City and Walker & Associates for governmental affairs services for the period July 1, 2009 through September 30, 2009 from the General Fund.

Explanation for Recommended Board Action: Through this contract Walker & Associates will assist the City with legislative issues.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$10,749 plus costs

Explanation of Impact: Three month contract amount

Funding Source: General Fund / City Manager

Alternatives: Do not approve / direct staff to look for alternatives

Supporting Material: Proposed agreement

Prepared By: Janet Busse, Office Supervisor

Reviewed By: _____

(Department Head)

Date: _____

7-7-09

Melanie Burkett

(District Attorney)

Date: _____

7-7-09

Nancy Paulson

(Finance Director)

Date: _____

7/7/09

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Walker & Associates

661 Genoa Lane Minden, Nevada 89423

For
7/16/09 BOB

June 26, 2009

Mr. Larry Werner
Carson City Manager
201 N. Carson Street, Suite 2
Carson City, NV 89701

JUN 29 2009

Dear Larry:

Per our discussion, please find attached the contract for services to be provided by Walker & Associates for the period July 1, 2009 through September 30, 2009 for governmental affairs services. The contract amount is \$3,583 per month which equates to a \$43,000 annualized amount.

If you have any modifications to the contract, please feel free to contact me with the appropriate changes.

Thank you for allowing me the opportunity to present this proposal to Carson City. If this contract is acceptable, please return one signed copy of the contract to me at your convenience.

I have really enjoyed working with you, the Board of Supervisors and staff. I am proud to represent you. If you have any questions, please do not hesitate to contact me at any time.

Sincerely,

Mary C. Walker, CPA

AGREEMENT BETWEEN
CARSON CITY
AND
WALKER & ASSOCIATES

THIS AGREEMENT is entered into this _____ day of _____, 2009, by and between Carson City, (hereinafter referred to as "the City") and Walker & Associates (hereinafter referred to as "the CONSULTANT").

WITNESSETH:

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

WHEREAS, the City 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 City in connection with general legislative issues. These services will include, but are not limited to, preparing documents, research and fiscal analysis for the legislative committees, meeting with legislators, monitoring legislative committees and statewide financial committees, monitoring and providing updates of pending legislation.

B. The services shall also include assisting the City in formulating and finalizing a legislative strategy for the 2011 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.

SECTION II. COMPENSATION AND TERMS OF PAYMENT

A. For services as described, the City agrees to pay the CONSULTANT \$3,583 per month, commencing on July 1, 2009 through September 30, 2009.

B. In addition, the City 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 \$100.

C. Invoices shall be provided to City 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 City agrees to retain the CONSULTANT for the period beginning July 1, 2009 to September 30, 2009, 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 City.

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.

B. As consultants, the City 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 City. Any final decisions with regard to any of the matters for which the CONSULTANT has been retained remain solely the City'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
661 Genoa Lane
Minden, Nevada 89423

The City: Mr. Larry Werner
Carson City Manager
201 N. Carson Street, Suite 2
Carson City, Nevada 89701

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

C. The City 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 City or its agents, and work product provided to the City 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 Carson City Manager.

D. In the event a conflict between other clients arise, CONSULTANT shall notify Carson City Manager and representation shall be resolved through mutually agreed upon methods, including the CONSULTANT acting as an intermediary between the parties or by withdrawing from the activity in conflict at the request of Carson City.

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

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 City or the CONSULTANT other than those contained in the agreement.

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

WALKER & ASSOCIATES

Mary C. Walker

Mary C. Walker, President

CARSON CITY

City Manager Larry Werner