

## CONTRACT FOR GOVERNMENT SERVICES

The undersigned, authorized representatives of MASSAGE THERAPY BOARD and Kathleen Laxalt aka "Neena" (Ms. Laxalt), set forth the terms and conditions under which Ms. Laxalt agrees to perform consultant services as hereinafter described in this Agreement. Ms. Laxalt hereby agrees such services shall be performed with promptness and diligence, in a good and appropriate manner, while MASSAGE THERAPY BOARD agrees to compensate Ms. Laxalt in a timely manner for performing services.

### SCOPE OF WORK

#### A. 2021 Legislative Session

1. Ms. Laxalt will work with MASSAGE THERAPY BOARD Legislative Committee Chairperson to develop MASSAGE THERAPY BOARD's legislative strategy.
2. Ms. Laxalt will attend all required meetings and activities.
3. Ms. Laxalt will provide ongoing communication with legislators, when required, keeping them informed about issues of importance to MASSAGE THERAPY BOARD.
4. Ms. Laxalt will work closely with legislators, legislative staff, the Governor's office, other government representatives and staff, and other lobbyists on proposals of importance to MASSAGE THERAPY BOARD. This will include on-on-one discussions, speaking on behalf of MASSAGE THERAPY BOARD at committee meetings, negotiating sessions and arranging for MASSAGE THERAPY BOARD to attend and/or present testimony when necessary.
5. Work will be provided within the committee process and on the "floor" to protect and promote the interests of MASSAGE THERAPY BOARD.

#### B. Research

1. Ms. Laxalt will become familiar with legislative issues and matters of importance to MASSAGE THERAPY BOARD during the 2021 legislative session. Ms. Laxalt will spend sufficient time with

MESSAGE THERAPY BOARD Legislative Committee Chairperson learning and understanding issues affecting MESSAGE THERAPY BOARD.

2. Ms. Laxalt will provide pertinent information and counsel to MESSAGE THERAPY BOARD through the Legislative Chairperson on political and legislative issues during the 2021 legislative session.

C. Tracking

Ms. Laxalt will identify and monitor bills, attend and/or monitor hearings on legislative measures and other matters that may impact MESSAGE THERAPY BOARD.

D. Interim Activities

1. Ms. Laxalt will *work directly with* the MESSAGE THERAPY BOARD Legislative Committee Chairperson in order to represent MESSAGE THERAPY BOARD at required interim legislative and state agency meetings that could have an impact on MESSAGE THERAPY BOARD.
2. Ms. Laxalt will attend all required MESSAGE THERAPY BOARD Legislative Committee meetings and activities.
3. Ms. Laxalt will *work directly with* MESSAGE THERAPY BOARD on providing ongoing communications with legislators, regulators and the Governor's Office (as necessary), keeping them informed about issues of importance to MESSAGE THERAPY BOARD.
4. Ms. Laxalt will provide pertinent information and counsel to MESSAGE THERAPY BOARD through the MESSAGE THERAPY BOARD Legislative Committee Chairperson on political and legislative issues during the interim sessions.
5. No written reports will be provided during the interim. The MESSAGE THERAPY BOARD Legislative Committee Chairperson will be responsible for all legislative reports during the interim.

E. Massage Therapy Board Communication and Consultation

Ms. Laxalt will provide formal and informal communication and consultation with MESSAGE THERAPY BOARD during the 2021

Legislative Session, and provide any required written or oral reports through and to the Legislative Committee Chairperson, identifying issues, legislative measures, hearings, etc. affecting MASSAGE THERAPY BOARD. The frequency of these reports should be reasonable and scheduled, when possible. Ms. Laxalt will remain in frequent contact with MASSAGE THERAPY BOARD Legislative Committee Chairperson to provide information on issues of concern to MASSAGE THERAPY BOARD.

F. Terms of Services

The services provided under this Agreement shall commence on xxxx and continue through the 2021 legislative session, concluding xxxx. If for any reason either party determines that continuation of the agreement is not in the best interest of either party, termination shall be effective upon mailing or service of written notice of termination upon the other party at the last known address of the party receiving notice. In the event of early termination, Ms. Laxalt shall receive a prorated portion of the compensation due in the month of termination.

G. Compensation

Total compensation in the amount of \$2000/month for professional services will be paid to Ms. Laxalt for services rendered during the period of this Agreement. Ms. Laxalt will be paid monthly in xx equal payments, of \$xxxx due at the beginning of each month prior to service.

Ms. Laxalt will be reimbursed for any reasonable expenses incurred for representing MASSAGE THERAPY BOARD's legislative interests. Expenses must be pre-approved by MASSAGE THERAPY BOARD representative responsible for such approvals. Reasonable expenses are those extraordinary expenses require in the furtherance of MASSAGE THERAPY BOARD legislative interests, including meals during business conducted in behalf of MASSAGE THERAPY BOARD, travel to Las Vegas, and preparation of exhibits. Reasonable expenses *do not* include office overhead, ordinary meals or *travel to the legislature*.

H. Independent Contractor

Ms. Laxalt is an independent contractor, not an agent or an employee of MASSAGE THERAPY BOARD, and will comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this assignment, including without limitation, workers' compensation and federal tax laws and

regulations. Ms. Laxalt will assume all responsibility for any property damage or personal injury that results from the acts of Ms. Laxalt's representatives.

I. Conflicts of Interest

Upon consideration of new lobbying clients, Ms. Laxalt will disclose to MESSAGE THERAPY BOARD Legislative Committee Chairperson any potential conflict of interest between MESSAGE THERAPY BOARD and the interests of potential new client. In addition, Ms. Laxalt will notify MESSAGE THERAPY BOARD Legislative Committee Chairperson of any potential conflict of interest when working on legislative issues.

J. Confidentiality Clause

MESSAGE THERAPY BOARD and Kathleen Laxalt hereby acknowledge that during the course of this Agreement, both parties will have access to certain propriety and confidential information of the other party. The parties hereby agree that such information shall remain confidential. The parties hereby agree to maintain the confidentiality of such information in the event this Agreement is terminated.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed and agree thereby to the terms as stated.

Date \_\_\_\_\_

\_\_\_\_\_  
MESSAGE THERAPY BOARD

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For Kathleen "Neena" Laxalt