## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

The parties to this agreement are DOUGLAS COUNTY, NEVADA, acting by and through the Department of Public Works and its Director, Paul A. Fillebrown, hereinafter referred to as DOUGLAS COUNTY, NEVADA, and GARY SCHNAKENBURG, hereinafter referred to as CONTRACTOR.

## PREAMBLE

WHEREAS, it is deemed that the services of CONTRACTOR herein specified are both necessary and desirable and in the best interest of DOUGLAS COUNTY, NEVADA; and

WHEREAS, CONTRACTOR represents that he is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

- 1. This contract shall be effective from the 13th day of August, 1986.
- 2. This contract may be terminated without cause by either party prior to the ending date set forth in paragraph (1), provided that a revocation shall not be effective until fifteen (15) days after a party has served written notice of revocation upon the other party.
- 3. The parties agree that the services to be performed are as follows: CONTRACTOR will perform the duties of an Associate Engineer.
- 4. CONTRACTOR agrees to provide the services set forth in paragraph (3) pursuant to the following schedule:
  - a) \$16.73 per hour for each hour worked for the first eight (8) hours on a project on each weekday.
  - b) \$25.09 per hour for each hour worked over an eighty hour pay period.
  - c) CONTRACTOR will not be compensated for any hours CONTRACTOR is not actually performing services to the County.
  - d) DOUGLAS COUNTY, NEVADA, agrees to pay CONTRACTOR wages due in installments as follows: biweekly, commencing with the payment period beginning August 13, 1986.

- 5. This contract shall be construed and interpreted according to the laws of the State of Nevada.
- 6. The CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior written consent of DOUGLAS COUNTY, NEVADA.
- 7. CONTRACTOR agrees to indemnify, save and hold DOUGLAS COUNTY, NEVADA, its agents and employees harmless from any and all claims, causes of action or liabilities arising from the performance of this agreement by CONTRACTOR. The parties agree that CONTRACTOR is an independent contractor and is not a classified employee entitled to the protection and benefits afforded by the Classified Merit Personnel System of DOUGLAS COUNTY, NEVADA. Accordingly, CONTRACTOR understands and acknowledges that he is not a DOUGLAS COUNTY, NEVADA employee and that there shall be no:
  - a. Withholding of income taxes by DOUGLAS COUNTY, NEVADA;
  - Participation in group insurance plans which may be available to classified employees of DOUGLAS COUNTY, NEVADA;
  - d. Accumulation of vacation, sick or holiday leave; and
  - e. Unemployment compensation provided by DOUGLAS COUNTY, NEVADA.
- 8. This contract constitutes the entire agreement between the parties and may only be modified by a written agreement signed by the parties and approved by the Douglas County Board of Commissioners.

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

86

Gary Schnakenburg, Contractor

Dated:

Paul A. Fillebrown, Director of Public Works Douglas County, Nevada

DOLIGIAS COUNTY

136 AUG 15 A10:23

SUZAILA DEPUTAS FRANCACIONER

## 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.

12/15: 8-15-86
Comment States of Haveda, in and for a

्रकारित Court ्रक्त Douglas.

SEA

139117

BOOK 886 PAGE 1553

-2-

\_ Deputy