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Comm Dev
Lynda Tequila

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

NO. 95.010

AND

'95 JAN 10 P3:44

VASEY ENGINEERING Co., Inc.

NAME AND TITLE OF INDEPENDENT CONTRACTOR

BARBARA REED
CLERK
BY [Signature] DEPUTY

1478 4TH STREET, MINDEN, NV 89423

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective upon approval by Douglas County and the Contractor and includes work performed beginning in December 1994.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: *Assist Douglas County in the management of its water rights and water resources including the preparation and filing of the documents necessary to keep the water rights in "good standing". Services will be provided on an "as requested" basis.*

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5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) *on an hourly basis according to Contractor's standard schedule of fees, which is attached hereto and incorporated by reference. County will be responsible for all expenses and fees incurred in connection with the services provided.* Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until *15 calendar* days after a party has served written notice upon the other party.

7. FISCAL FUNDING OUT. All payments under this contract are contingent upon the availability to the County of the necessary funds. In the event that sufficient funds, as determined by the County, are not available for any reason, the County shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the County to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, and the District Attorney.

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12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

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

B. Wasen 6 JAN 95
Independent Contractor (date)

[Signature] 01-06-95
County (date)
Approved as to form by:

B. Chally 1/6/95
District Attorney (date)

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SCHEDULE OF FEES

VASEY ENGINEERING

PROFESSIONAL SERVICES	Principal Engineers & Planners	\$95.00-\$110.00/hour
	Senior Engineers & Scientists	\$65.00-\$85.00/hour
	Project Engineers & Scientists	\$50.00-\$65.00/hour
	Professional Land Surveyors	\$50.00-\$60.00/hour

TECHNICAL SERVICES	Senior Technicians	\$50.00/hour
	Technicians	\$40.00/hour
	Computer Aided Drafting	\$60.00/hour
	Drafting	\$45.00/hour
	Clerical	\$35.00/hour

EQUIPMENT	Automobile	\$.40/mile
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OUTSIDE SERVICES	Subcontractors	Cost + 10%
	Rental of equipment not ordinarily furnished by Vasey Engineering and all other costs such as special printing, photographic work, travel by common carrier, subsistence, etc.	Cost + 10%

COMMUNICATIONS	Costs for long-distance telephone, telex, and telecopier	Project labor x 2%
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REPRODUCTIONS IN-HOUSE	Copying	\$.25/page
	Blueprint Reproductions	\$1.50-3.50/page
	Mylar Reproductions	\$5.00/page

EXPERT WITNESS	Double the hourly rate for depositions and testimony with a 4-hour minimum.
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Effective January 1, 1994

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

PAID *KJ* DEPUTY

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.

SEAD

DATE: January 10 1995
B. Reto Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *Charles M. Mullock* Deputy