

NF  
Comm Dev  
Lynda Teglia

FILED  
98.095

CONTRACT WITH INDEPENDENT CONTRACTOR

A contract between Douglas County  
and

'98 MAY 11 NOV 16  
Grand Auto Supply at 1375 HWY 395 Gardnerville, Nevada 89410  
Name, Title and Address of Independent Contractor

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

BY JACQUES ETCHEGOYHEN DEPUTY

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 mutually agree as follows:

1. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.
2. This contract shall be effective for a period of five years, commencing on 4/3/98, unless sooner revoked by either party as set forth in paragraph 3.
3. 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 fifteen days after a party has served written notice upon the other party. If contractor revokes pursuant to this provision, contractor shall return the equipment to the County in a clean and functional condition acceptable to the County or shall dispose of it in accordance with the directions of the County.
4. The parties agree that the services to be performed are as follows: Douglas County will provide Contractor with equipment for collection of used motor oil from the public. The equipment to be provided by the County to Contractor is: One electronic halogen detector.
5. Contractor agrees to provide the services set forth in Paragraph 4 without imposing a charge or fee of any kind for use of or access to the equipment provided to Contractor by County.
6. This contract shall be construed and interpreted according to the Laws of the State of Nevada.
7. Contractor accepts full responsibility for complying with and shall comply with all applicable local, state and federal laws in carrying out the obligations of this contract, including all federal and state environmental laws and regulations. Contractor agrees to recycle or use any collected materials only in accordance with federal and state environmental laws and regulations.
8. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
9. All property purchased with funds from or as a result of this contract is the property of the County and shall, if the County elects at the conclusion of the contract or at the conclusion of the use of the property for contract purposes during the term of the contract, be returned to the County in a clean and functional condition acceptable to the County or be disposed of in accordance with the directions of the County.
10. 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, including any environmental action and penalties or damages which may be assessed against the County, arising from the performance of this contract by Contractor or Contractor's agents or employees.
11. The parties agree that Contractor is an independent contractor and is not a County employee and agree 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.
12. This contract constitutes the entire contract between the parties and may only be modified by a written amendment 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.

Jacques Etchegoyhen  
Douglas County - JACQUES ETCHEGOYHEN, CHAIRMAN  
BOARD OF COMMISSIONERS

Grand Auto  
Independent Contractor Steve Miller

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COPY

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

'98 MAY 11 AM 11:46

0439307

LINDA SLATER  
RECORDER

\$ 0 PAID K2 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.

DATE: May 11, 1998  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

SEAL

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