

NF
China Springs
Steve Thaler

CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR
for
CHINA SPRING YOUTH CAMP EXPANSION
A CONTRACT BETWEEN DOUGLAS COUNTY
AND

FILED
NO. 99.209

'99 DEC 27 A9:46

BARBARA NEED
CLERK
BY *[Signature]* DEPUTY

Lumos and Associates, Inc.

1478b Fourth Street, Minden, NV 89423

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 professional 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 not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator; whichever is required.

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 284.173, 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.

3. INDUSTRIAL INSURANCE. Contractor further agrees, if applicable, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a certificate of the insurer that the contractor has complied with the provisions of chapters 616A to 626D. Contractor also agrees, if applicable, and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

Lumos & Associates, Inc. has entered into a contract with Douglas County to perform work from January 1, 1999 to December 31, 1999 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain.

The certificate and notice should be mailed to:
Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees, if not exempt, to maintain required workers compensation coverage throughout the entire term on the contract. If Contractor does not maintain coverage throughout the entire term on the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that County may order the Contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: (Specifically describe the services to be performed, including, when applicable, the number of hours or the number of times the service is to be performed, or when appropriate, a description of the finished product or result to be provided, or attach a scope of services or work plan);

China Spring Youth Camp Expansion
Attachment A – Scope of Work

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed \$84,000.00. Contractor shall submit pay requests for payment for services performed under this agreement in accordance with the schedule in Attachment A. County agrees to pay Contractor installments as specified in Attachment A. Additional work, as directed by County, shall be paid based on the attached Fee Schedule (Attachment B).

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 10 days after a party has served written notice upon the other party.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. PAYMENT FOR SERVICES. Unless the Contractor has received a written exemption from the County, Contractor shall submit written reports or other deliverables with each pay request. The report shall include a narrative description of all verifications and audits conducted, technical assistance provided during the period, all other reports required by this agreement, and a description of all agreement-related training programs attended by Contractor personnel.

9. PENALTIES AND RETENTIONS. No payments will be made by the County until any required reports or deliverables have been submitted to and approved by the County. Any fund obligated by the County under this agreement that are not expended by Contractor shall automatically revert back to the County upon the completion, termination or cancellation of the agreement. The County shall not have any

obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

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

11. 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.

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

13. 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, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. 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. 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.

County acknowledges and agrees that all such documents prepared by Contractor pursuant to this Agreement shall be used exclusively on the project for which prepared and shall not be used for any other work without written consent of Contractor. In the event County and Contractor permit the reuse or other use of such documents, County shall require the party using them to indemnify and hold harmless County and Contractor regarding such reuse or other use, and County shall require the party using them to eliminate any and all references to Contractor from such documents.

15. 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 ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of 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, provided Contractor has been paid in full under this Agreement.

16. 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 negligent performance of this contract by Contractor or Contractor's agents or employees.

17. 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 and approved by the Board of County Commissioners.

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

Steven J. Fisher

Signature
(Date)

(Date)

[Handwritten Signature]

Signature

CHINA SPRINGS YOUTH CAMP

Bouglas County *CHINA SPRINGS*
(Date) *YOUTH CAMP*

(Date)

Lewis's Association

Independent Contractor

Approved as to form by:

[Handwritten Signature]

Deputy District Attorney

**Attachment A
CHINA SPRING SITE EXPANSION
1999/2000
SCOPE OF WORK**

DESCRIPTION OF WORK

The CLIENT is directing the CONSULTANT to provide engineering consulting services in support of the addition of a new administration office, a new male dormitory, a new female dormitory and the remodel of the existing dormitory into class rooms. The services include evaluation and improvement design of the water system, sewage disposal system, design of the new building pads and coordination of other utilities. The CONSULTANT will provide assistance to CLIENT for preparing the application for necessary permits and approvals, prepare construction plans and specifications, provide assistance during bidding, and provide services during construction. The extent of services to be provided under this scope of work are more specifically described in the following tasks and phases:

Phase 1: Preliminary Engineering and Design Criteria

Schedule: The series of tasks described below would start when the architect for the project starts the "Schematic Design" phase and would be completed prior to the architect's "Design Development" phase. Starting near November 1, 1999 and ending approximately January 10, 2000.

Task 1 – Topographic Survey, Data Collection and Base Map

The CONSULTANT shall prepare a detailed aerial topographic map of the China Spring Youth Camp property. The CONSULTANT shall collect utility data, topographic data, and prepare a soils report. CONSULTANT shall review the existing site plan with CLIENT.

<i>Responsible Team</i>	Consultant
<i>Meetings</i>	(1) Informal with County staff to present preliminary findings
<i>Deliverables</i>	Preliminary maps, Soils Report, and Task Memorandum

Task 2 – Building Placement

The CONSULTANT shall work with Douglas County to select the apparent best locations for the new facilities. The preliminary site data is critical to the water system domestic and fire flow evaluation and the sewerage system.

<i>Responsible Team</i>	Architect, Consultant
<i>Meetings</i>	(1) Informal with County staff to present preliminary findings
<i>Deliverables</i>	Preliminary building locations, Task Memorandum

Task 3 – Water System Domestic Demand and Fire Flow Requirements

The CONSULTANT will develop estimated domestic water demands, including fire flows, and compare the results to the water system supply, pressure, and storage capability. Alternatives will be evaluated if it is determined that the existing system cannot meet fire flow requirements.

<i>Responsible Team</i>	Consultant
-------------------------	------------

Meetings (1) Informal with County staff to present preliminary findings
Deliverables Task Memorandum

Task 4 – Sewage and Sewerage System Evaluation

The CONSULTANT shall coordinate with the State of Nevada Bureau of Health Protection Services and the Division of Environmental Protection to evaluate the existing sewer system. Conceptual alternatives will be developed and evaluated for collecting, treating and disposing of sewage generated at the camp. The alternatives will include soil treatment systems, aerated ponds and mechanical treatment systems. The level of effort shall be conceptual, to the point that economic comparisons between the alternatives can be made. The alternative analysis will include process flow diagrams but not facility site layout or hydraulic grade lines.

Responsible Team Consultant

Meetings (3) Informal meetings; one with each of the State agencies listed above and one with County staff to present conceptual recommendations

Deliverables Meeting minutes, preliminary wastewater report with conceptual level findings and recommendations

Phase 2 Engineering Preliminary Design

Schedule: The series of tasks described below would start when the architect for the project starts the "Construction Design" phase and would be completed within 45 calendar days. Starting near April 17, 2000 and ending before September 18, 2000.

Task 5 – Pre-application Meeting with Douglas County

The CONSULTANT shall meet with Douglas County Community Development Staff to review the proposed project, to discuss development issues, and to reach consensus on project approach and implementation.

Responsible Team Consultant

Meetings (1) Informal with County staff to discuss preliminary recommendations

Deliverables Task Memorandum

Task 6 – Water System Improvement Design

This task is prepared with the assumption that the building locations are such that no major modification will be needed to supply water and fire protection. Only minor distribution system expansion is included.

Responsible Team Consultant

Meetings (2) Informal with County staff to present preliminary design at the 50% level and at the 80% level

Deliverables Preliminary design, Task Memorandum

Task 7 – Sewer System Improvement Design

This task is prepared with the assumption that a sewer system similar to the existing system cannot be constructed on the site. Indications are that a different type of treatment and disposal system will be required, such as an aerated pond system or small mechanical plant.

Responsible Team Consultant

Meetings (2) Informal with County staff to present preliminary design at the 50% level and at the 80% level
Deliverables Preliminary maps (50% level), Task Memorandum

Task 8 – Building Pad Design

Preliminary design drawings for the building pads shall prepared for the new and modified buildings.

Responsible Team Consultant
Meetings (2) Informal with County staff to present preliminary design at the 50% level and at the 80% level
Deliverables Preliminary design (50% level), Task Memorandum

Phase 3 Design Review Process, Final Improvement Plans and Specifications

Schedule: The series of tasks described below would start when the County approves the preliminary design and be completed within 60 days and prior to the Architect's "Bid Document Finalize" phase. Starting near August 14, 2000 and ending before October 9, 2000.

Task 9 – Design Review Application and Process

The CONSULTANT shall assist CLIENT with the applications for permits for the project required by Douglas County. The review process shall include filing necessary applications with county and state agencies and coordinating with appropriate utilities and districts. This task includes the normal supporting reports for accompanying a Douglas County Development Permit application based on the results of the previous tasks.

Responsible Team Consultant
Meetings (1) Informal with County staff to submit application
Deliverables Permit application supporting documentation, Task Memorandum

Task 10 – Final Improvement Plans and Specifications

The CONSULTANT shall prepare the final construction plans and specifications for the improvements preliminarily designed in previous tasks.

Responsible Team Consultant
Meetings (1) Informal with County staff to present final design
Deliverables Final design, Task Memorandum

Phase 4 Services During Bidding and Construction

Schedule: The series of tasks described below would start when the County authorizes the advertising for bids. The completion time for the tasks and cost for services will be negotiated based on the final improvement plans and specifications. Starting around October 9, 2000 and ending on or before December 11, 2000 for the services during bidding. The task of services during construction would start around December 4, 2000 and end around January 1, 2002.

Task 11 – Services During Bidding

CONSULTANT shall assist CLIENT in preparing notices for bidding, responding to questions from Bidders, and evaluation of bids received.

Task 12 – Services During Construction

CONSULTANT shall review submittals, provide random on-site construction observation, provide construction surveying, and assist CLIENT in reviewing contractor pay requests. Material sampling and testing is not included as a part of this task but CONSULTANT can provide the service if requested by CLIENT. Fees for material sampling and testing are as described in the attached fee schedule. The scope of this task is based on the assumptions described the previous tasks and will probably need to be modified to reflect the final project improvements.

Task 13 – Project Close-out and Record Information

CONSULTANT shall prepare record drawings as required by Douglas County.

Schedule

CONSULTANT shall provide the services for the project in close liaison with the CLIENT. CLIENT will exercise review and approval functions through CLIENT staff at key points in the process. Milestone project review will be performed by CLIENT for the specific products and deliverables listed herein. Refer to Milestone Schedule below.

The products shall be delivered in accordance with the following Schedule of Work (dates are subject to change based on prior request and project scheduling):

			Estimated Payment Schedule	
Milestone Schedule	Fee Portion	Delivery/Completion Date	Amount	Estimated Pay Date
Phase 1	45%	70 calendar days after written notice to proceed	\$37,800	Monthly, starting 60 days from Notice to Proceed
Phase 2	20%	45 calendar days completion of Phase 1	\$16,800	On or before Sept. 1, 2000
Phase 3	15%	60 calendar days after completion of Phase 2	\$12,600	On or Before Oct. 9, 2000
Phase 4	20%	Task 11 – Bidding, 5 days after bid opening Task 12 – Construction, monthly Task 13 – Closeout, 60 days after completion of construction.	\$16,800	As monthly progress payments starting Dec. 4, 2000 and ending around Jan. 1, 2002

Fee

The fee for the tasks described above is \$84,000.00. Costs for additional services such as material sampling and testing shall be paid to CONSULTANT on an hourly basis in accordance with the attached fee schedule.

ATTACHMENT B

Fee Schedule

Effective July 1, 1999

ENGINEERING	RATE/HOUR
President	\$120.00
Principal	100.00
Project Manager	90.00
Senior Engineer	85.00
CE 2	80.00
CE 1	65.00
Sr. Engineering Technician	55.00
Engineering Technician/CAD Operator	50.00
Support Technician	45.00
PLANNING	
Planning Director	80.00
Senior Planner	70.00
Planner	55.00
GEOTECHNICAL/TESTING/INSPECTION	
Lab Manager	80.00
Geologist/Soils Engineer	80.00
Senior Inspector	55.00
Special Inspector	52.00
Inspector/Tester	50.00
Special Inspection (ICBO Certified) (including visual, dye penetration, magna flux)	add 2.00 per hour
SURVEYING	
Survey Director	80.00
Professional Land Surveyor	70.00
2 Man Survey Crew	105.00
3 Man Survey Crew	140.00
GPS Equipment: 1 Man Survey Crew	85.00
2 Man Survey Crew	130.00
Prevailing Wage Rate Project	Price on Request
ADMINISTRATION & OTHER SERVICES	
Administrator	45.00
Clerical	40.00
Office Aide	25.00
Computer	10.00
Mileage	0.40 per
Per Diem	55.00
Outside Services (rental of special equipment, etc.)	Cost + 15%
Construction Inspection and Material Testing Rush Order	1.5 x Nor
Supplies	Cost + 15%
Sample Preparation	Lab Rate
INSPECTION AND TESTING EQUIPMENT	
Nuclear Densometer – Thin Lift	10.00/hr.
Nuclear Densometer.	10.00/hr.

Torque Wrench – minimum 4 hours	7.50/hr.
Ultrasonic, magnetic, Particle & Dye Penetration Testing Equipment	20.00/hr.
Skidmore Wilhelm Bolt Tension Calibrator	5.00/hr.

AGGREGATE

Sieve Analysis – Course and Fine	C-136	70.00 ea.
Sieve Analysis – Course and Fine (w/o #200 Wash)	C-136	45.00 ea.
Sieve Analysis – (Aggregate)% Finer than #200 Wash	C-117	50.00 ea.
Hydrometer Analysis (<i>not included sieve</i>)	D-422	140.00 ea.
Specific Gravity – Course or Fine + Absorption	C-127/128	60.00 ea.
Sand Equivalent	NDOT-227	70.00 ea.
Unit Weight	C-29	55.00 ea.
Organic Impurities	C-49	30.00 ea.
Fractured Faces	NDOT – 230	90.00 ea.
Abrasion (<i>L. A. Rattler, 500 rev.</i>)	C-131	150.00 ea.
Sulphate Soundness (<i>5 cycles/sieve</i>)	C-88	70.00 ea.
Clay Lumps and Friable Particles	C-142	60.00 ea.

SOILS

Sieve Analysis – Course and Fine	C-136	70.00 ea.
Sieve Analysis – Course and Fine (w/o #200 Wash)	C-136	45.00 ea.
Sieve Analysis - (Soil)% Finer than #200 Wash	C-117	60.00 ea.
Moisture Content		15.00 ea.
Moisture Content / Dry Density		15.00 ea.
Atterberg Limits (<i>PI including LL and PL</i>)	D-423	
	D-424	80.00 ea.
Liquid Limit	D-423	55.00 ea.
Organic Content, Loss by Ignition		55.00 ea.
Direct Shear – Single Point		85.00 ea.
Direct Shear – Three Point		250.00 ea.
Triaxial Shear	-Quick	300.00 ea.
	-Regular	320.00 ea.
	- Slow	350.00 ea.
Unconfined Compression		75.00 ea.
Consolidation		250.00 ea.
Permeability	- Granular Soils (<i>remolded</i>)	200.00 ea.
	- Fine Soil	300.00 ea.
Soluble Sulfates		40.00 ea.
pH		30.00 ea.
Resistivity		30.00 ea.

COMPACTION

Mod. AASHTO Compaction Curve	D-1557 (A) / D698	100.00 ea.
	D-1557 (B)	115.00 ea.
	D-1557 (C)	130.00 ea.
Check Point		50.00 ea.
Sand Cone Density Test	(Lab Rate)	
Nuclear Density	(Lab Rate + Rental)	
R- Value (<i>Untreated</i>)		225.00 ea.
R- Value (<i>Treated</i>)		240.00 ea.
CBR (<i>100% compaction – not including M-D Curve</i>)		180.00 ea.
CBR (<i>other density – not including M-D Curve</i>)		200.00 ea.

CONCRETE

Concrete Mix Design (<i>does not include Aggregate Testing</i>)		250.00 ea.
Mix Design Review		150.00 ea.
Concrete Trial Batches (Nine CYL) including CYL Testing		250.00 ea.
Compressive Strength, Concrete Cylinders (6 x 12)	C-39	16.00 ea.
Hold Cylinders		10.00 ea.
Cylinder Molds		1.50 ea.
Grout Test Block		2.25 ea.
Flexural Strength of Concrete Beams	C-78	50.00 ea.
Coring Machine (Plus Core Charge)		20.00 ea.
Compressive Strength, Concrete Cores		25.00 ea.
Compressive Strength, Grout Cylinder		15.00 ea.
Compressive Strength, Mortar Cylinder		16.00 ea.
Compressive Strength, Concrete Block	C-140	40.00 ea.
Masonry Absorption and Moisture Content	C-140	55.00 ea.
Masonry Unit Weight	C-140	40.00 ea.
Air Content – Freshly Mixed Concrete	C-231	15.00 ea.
Air Content – Freshly Mixed Mortar		7.50 ea.
Slump Tests		7.50 ea.
Compressive Strength, Masonry Prism		100.00 ea.
Sawcutting		10.00 ea.
Unit Weight – Concrete	C-138	40.00 ea.

ASPHALT

Asphalt Mix Design (<i>Marshall Method, not including Aggregate Testing</i>)		500.00 ea.
Asphalt Stability (<i>Marshall Method, set of 3, w/o mixing</i>)	ASTM D-1559	140.00 ea.
Asphalt Stability and Flow (<i>Marshall Method, set of 3, w/o mixing</i>)	ASTM D-1559	180.00 ea.
Moisture Content of Asphalt Concrete	ASTM D-1461	115.00 ea.
Moisture Content of Asphalt Concrete	NDOT T306A	40.00 ea.
Specific Gravity – Theoretical Max (<i>Rice</i>)	ASTM D-2041	55.00 ea.
Unit Weight of Asphalt Core (<i>Marshall</i>)	ASTM D-2726	40.00 ea.
Unit Weight of Asphalt Core (<i>Paraffin Coated</i>)		35.00 ea.
Maximum Density of Asphalt Concrete	ASTM D-1559	
(<i>Marshall compaction and unit weight – avg. 3</i>)	ASTM D-2726	65.00 ea.
Asphalt Extraction	ASTM D-2172	110.00 ea.
Asphalt Cement Content-Ignition Oven		125.00 ea.
Aggregate Gradation		70.00 ea.
Air Voids in AC Core	ASTM D-3203	40.00 ea.
Coring Machine		20.00 hr.
Coring Charge (<i>4" diameter, 3" thickness minimum</i>)		5.00/in.

Map filing, checking, consulting, and other fees paid by the office on behalf of the client shall be billed at cost plus fifteen percent (15%).

Survey Party rate includes costs of pickup, electronic distance measuring equipment, survey flagging, paint and wood staking, iron pipe monuments, iron rods or pins and guard posts.

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

1999 DEC 27 AM 11:50

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: December 27, 1999
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

0483348
BK 1299PG4800