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**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

'00 FEB 23 A8 29

**A CONTRACT BETWEEN DOUGLAS COUNTY
AND
Lumos & Associates, Inc.
1478b Fourth Street, Minden, NV 89423**

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

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 November 1, 1999 to December 31, 2000 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);

Skateboard Park
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 \$30,500.00. 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.

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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.

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.

N/A
Signature
(Date)

[Signature]
(Date) Signature

Jacqueline [Signature]
Douglas County
(Date)

Lois [Signature]
Lumos and Associates
(Date)

Approved as to form by:

[Signature]
Deputy District Attorney

ATTACHMENT A

DOUGLAS COUNTY SKATEBOARD PARK DESIGN

SCOPE OF WORK

PROJECT DESCRIPTION

DESCRIPTION OF WORK

The CLIENT is directing the CONSULTANT to prepare civil plans and specifications and coordinate with other consultants to design a Skateboard facility at Lampe Park, to provide assistance during bidding, and to provide limited services during construction.

Phase 1 – Preparation of Preliminary Plans and Specifications

Task 1 – Project Scoping and Development of Design Criteria

The CONSULTANT shall meet with Douglas County and the Skateboard Consultant to develop a detailed scope for the project and to establish the design details to be incorporated into the project. Design responsibilities shall be clearly defined as a part of the design criteria document. The Skateboard Consultant's scope of work is attached as Attachment C.

Task 2 – Preparation of Preliminary Plans and Opinion of Probable Cost

The CONSULTANT shall prepare preliminary plans and specifications for the project, which includes incorporating the park planning details of the skateboard facility from the Skateboard Consultant as an Appendix. Conceptual approval of the skateboard design details must be given by Douglas County prior to incorporation into CONSULTANT's preliminary plans. Three copies of the preliminary Plans and Specifications shall be provided to CLIENT for review purposes. An opinion of probable cost shall be provided to CLIENT for the project based on the information developed through Task 1 and 2. The fee for evaluating alternatives to meet cost limitations is not included in this scope.

Phase 2 – Design Review Process

The CONSULTANT shall assist CLIENT with the applications for permits for the project required by Douglas County.

Phase 3 – Services During Bidding

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

Phase 4 – Services During Construction

CONSULTANT shall review submittals, provide random on-site construction observation and assist CLIENT in reviewing contractor pay requests.

Meetings

Included in the CONTRACT price are seven meetings. Extra meetings shall be billed at the rates set forth in Attachment "B". The meetings are: after the notice to proceed is issued by CLIENT for the purpose of consensus on scope and schedule for the project and to obtain

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available information from CLIENT (4 meetings) and to present the preliminary design package to staff and commission (3 meetings).

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 Expense category listed below does include the cost for the Skateboard Consultant.

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):

Milestone Schedule	Fee Portion	Delivery/Completion Date
Phase 1	30%	A preliminary conceptual plan will be delivered 30 calendar days after written notice to proceed and receipt of park facility details from Skateboard Consultant.
Phase 2	30%	14 calendar days after written comments from the County's design review process.
Phase 3	10%	5 calendar days after bid opening
Phase 4	30%	30 calendar days after original scheduled construction completion

The total fee for the scope described above is \$30,500.00 which includes the fees for the Skateboard Consultant.

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ATTACHMENT A

DOUGLAS COUNTY SKATEBOARD PARK DESIGN

SCOPE OF WORK

PROJECT DESCRIPTION

DESCRIPTION OF WORK

The CLIENT is directing the CONSULTANT to prepare civil plans and specifications and coordinate with other consultants to design a Skateboard facility at Lampe Park, to provide assistance during bidding, and to provide limited services during construction.

Phase 1 – Preparation of Preliminary Plans and Specifications

Task 1 – Project Scoping and Development of Design Criteria

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The CONSULTANT shall assist CLIENT with the applications for permits for the project required by Douglas County.

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

Phase 4 – Services During Construction

CONSULTANT shall review submittals, provide random on-site construction observation and assist CLIENT in reviewing contractor pay requests.

Meetings

Included in the CONTRACT price are seven meetings. Extra meetings shall be billed at the rates set forth in Attachment "B". The meetings are: after the notice to proceed is issued by CLIENT for the purpose of consensus on scope and schedule for the project and to obtain available information from CLIENT (4 meetings) and to present the preliminary design package to staff and commission (3 meetings).

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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 reviews will be performed by CLIENT for the specific products and deliverables listed herein. Refer to Milestone Schedule below. The Skateboard Consultant's fees are included as an expense in CONSULTANT's Fees.

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):

Milestone Schedule	Fee Portion	Delivery/Completion Date
Phase 1	30%	A preliminary conceptual plan will be delivered 30 calendar days after written notice to proceed and receipt of park facility details from Skateboard Consultant.
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Phase 3	10%	5 calendar days after bid opening
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The total fee for the scope described above is \$30,500.00 which includes the fees for the Skateboard Consultant.

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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 mile
Per Diem		55.00
Outside Services (rental of special equipment, etc.)		Cost + 15%
Construction Inspection and Material Testing Rush Order		1.5 x Normal Rate
Supplies		Cost + 15%
Sample Preparation		Lab Rate
INSPECTION AND TESTING EQUIPMENT		
Nuclear Densometer – Thin Lift		10.00/hr.
Nuclear Densometer		10.00/hr.

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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.

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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) Hold Cylinders	C-39	16.00 ea. 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.

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ATTACHMENT "C"

Airick Valenzuela
"State of the Art"

Lampe Park Skateboard Park Proposed of Work

543-1135

Description of Work:

896 ALMENDRA AVE
S. LAKE CA 96150

I will work involving the community, Douglas County and other design consultants to design and prepare construction plans and specifications to complete a skateboard in Lampe park. I will provide assistance during bidding, as well as during construction.

Task 1: Initiation

- Gather information from Douglas County regarding insurance requirements, site constraints and physical attributes.
- Orientate to the proposed site location and surrounding community.
- Meet with Douglas County officials for input and design criteria.
- Payment will be received when Task 1 is complete.

Task 2: Public Input

- Gather public information and input.
- Meet with representatives of the Carson Valley Skaters to develop a preliminary design. Minimum of three meetings.
- Payment will be received when Task 2 is complete.

Task 3: Preliminary Public Review

- Publicly review preliminary design with the Parks & Recreation Commission, gathering input from the community, neighbors and Parks & Recreation Commission.
- Payment will be received when Task 3 is complete.

Task 4: Develop Conceptual Plan

- Work with primary design consultant, incorporating skateboard park preliminary design to a full project conceptual improvement plan, including non-skateboard park improvements, developing one large scale colored rendering for review.
- Payment will be received when Task 4 is complete.

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Task 5: Final Public Review

- Meet with the Parks & Recreation Commission inviting other park users, skateboarders, and neighbors of the facility to review the proposed conceptual design.
- Receive final Park & Recreation Commission approval.
- Payment will be received when Task 5 is complete.

Task 6: Develop Plans and Specifications

- Work with primary design consultant to develop and specifications for bidding project.
- Payment will be received when Task 6 is complete.

Task 7: Bidding

- Attend pre-bid meeting(s) as required.
- Answer and respond to RFI's generated during the bidding process.
- Payment will be received when Task 7 is complete.

Task 8: Pre-Construction

- Attend pre-construction meeting with successful bidder.
- Payment will be received when Task 8 is complete.

Task 9: Monitor Construction

- Monitor construction through periodic construction visits.
- Monitor technical construction periods as needed.
- Respond to RFI's as received.
- Attend weekly owner progress meetings until project's final completion.
- Payment will be received when Task 9 is complete.

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

2000 FEB 23 AM 10: 57

LINDA SLATER
RECORDER

\$ 0 PAID KA 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: February 23 2000
B. REED Clerk of the 94 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

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