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**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN EAST FORK FIRE AND PARAMEDIC DISTRICTS

[Signature]
DEPUTY

AND

FULL CIRCLE COMPOST; OWNER - CRAIG WITT

NAME AND TITLE OF INDEPENDENT CONTRACTOR

2298 HEYBOURNE ROAD, MINDEN, NV 89423

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, East Fork Fire and Paramedic Districts, 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 East Fork Fire and Paramedic Districts; 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 East Fork Fire and Paramedic Districts Board of Fire 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 an East Fork Fire and Paramedic Districts employee and that there shall be no:

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

3. INDUSTRIAL INSURANCE. If applicable, contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the East Fork Fire and Paramedic Districts to make any payment under this contract, to provide the East Fork Fire and Paramedic Districts with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Full Circle Compost has entered into a contract with East Fork Fire and Paramedic Districts to perform work from July 15, 2002 to September 15, 2002 and requests that the insurer System provide to East Fork Fire and Paramedic Districts 1) a certificate of coverage issued pursuant to NRS § 616.280 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: East Fork Fire and Paramedic Districts; Post Office Box 218; Minden, Nevada 89423

Contractor agrees 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 East Fork Fire and Paramedic Districts 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 the 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 East Fork Fire and Paramedic Districts 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: **See exhibit A (attached)**

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a total cost not to exceed \$50,000.00. In addition the East Fork Fire and Paramedic Districts DOES NOT AGREE to reimburse Contractor for travel expenses or per diem allowances. Unless Contractor has received a written exemption from the East Fork Fire and Paramedic Districts, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. 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. The East Fork Fire and Paramedic Districts agrees to pay Contractor installments as follows: Upon completion of work, invoice(s) to be submitted, approved, and processed through the Douglas County payment cycle.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 30 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 East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the East Fork Fire and Paramedic District's obligations under it shall be extinguished at the end of any fiscal year in which the East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts under this contract that are not paid to Contractor shall automatically revert to the East Fork Fire and Paramedic District's discretionary control upon the completion, termination, or cancellation of the agreement. The East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts, Contractor shall submit quarterly reports or other deliverables within ten (10) days after the end of each quarter. The quarterly report shall include a narrative description of all verifications and audits conducted, technical assistance provided during the quarter, 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 East Fork Fire and Paramedic Districts until any required reports or deliverables have been submitted to and approved by the East Fork Fire and Paramedic Districts. Late submission of any report or other deliverable may, at the sole election of the East Fork Fire and Paramedic Districts, result in a 10% penalty on the total contract amount for each week or portion of a

week that such reports or deliverables are late. Any assessed penalty may, at the East Fork Fire and Paramedic District's election, be withheld by the East Fork Fire and Paramedic Districts or be billed to Contractor. Contractor agrees to pay any penalty assessment billed to Contractor by the East Fork Fire and Paramedic Districts within 30 days of the mailing of the bill by the East Fork Fire and Paramedic Districts. Any fund obligated by the East Fork Fire and Paramedic Districts under this agreement that are not expended by Contractor shall automatically revert back to the East Fork Fire and Paramedic Districts upon the completion, termination or cancellation of the agreement. The East Fork Fire and Paramedic Districts 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. In addition, the East Fork Fire and Paramedic Districts may, in its sole discretion, retain an amount of up to 10% from each payment made under ¶ 5 until the contract is completed to the East Fork Fire and Paramedic District's satisfaction and finally accepted by the East Fork Fire and Paramedic Districts.

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 East Fork Fire and Paramedic Districts.

13. EAST FORK FIRE AND PARAMEDIC DISTRICTS 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 East Fork Fire and Paramedic Districts, 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.

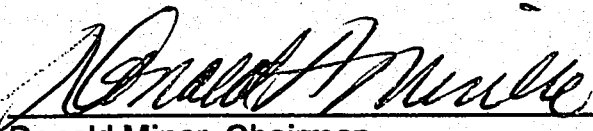
14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the East Fork Fire and Paramedic Districts and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the East Fork Fire and Paramedic Districts upon completion, termination or cancellation of this contract. Alternatively, if the East Fork Fire and Paramedic Districts 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 East Fork Fire and Paramedic Districts, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the East Fork Fire and Paramedic Districts. 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 East Fork Fire and Paramedic Districts.

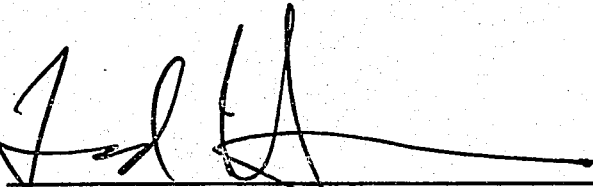
15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the East Fork Fire and Paramedic Districts by Contractor (including those remitted to the East Fork Fire and Paramedic Districts by Contractor pursuant to ¶ 15), unless designated as confidential 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 East Fork Fire and Paramedic Districts 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.

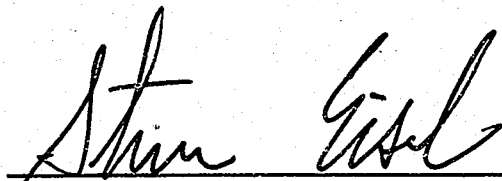
16. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the East Fork Fire and Paramedic Districts, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

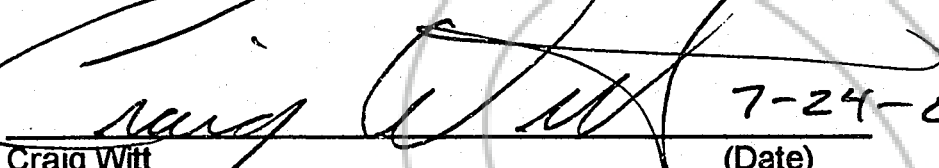
17. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of Fire Commissioners.

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

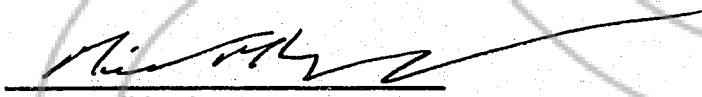

Donald Miner, Chairman
East Fork Fire and Paramedic Districts
7/2/02
(Date)


Tod F. Carlini, Fire Chief
East Fork Fire and Paramedic Districts
7/2/02
(Date)


Steve Eisele, Deputy Chief/Fire Marshal
East Fork Fire and Paramedic Districts
7/2/02
(Date)


Craig Witt
Full Circle Compost
7-24-02
(Date)

Approved as to form by:


Deputy District Attorney.



EAST FORK FIRE AND PARAMEDIC DISTRICTS

P.O. Box 218
1594 Esmeralda
Minden, NV 89423
(775) 782-9040 fax # (775) 782-9043

Tod F. Carlini, District Fire Chief
Bobby Wartgow, Deputy Chief/EMS
Steve Eisele, Deputy Chief/Fire Marshal
Dave Drew, Deputy Chief/Operations & Training

Exhibit A

Grinding Proposal

950 Morbark Tub Grinder

10 ton/hr capacity clean materials
5 tons/hr stumps and large branches 12 inches to 15 inches

Grinding Cost

Tub Grinder \$150 per hour
580 backhoe and operator \$75 per hour
1 man ground crew \$25 per hour
Tip Replacement on grinding hammers from standard wear included in \$150 per hour
Contaminated materials such as rocks and metal, extra charge
for tip replacement at \$20 per tip

Total Grinding Cost

\$250 per hour
*Tip replacement

Removal of Material

35 yard Transfer truck at 25 ton capacity, if volume allows, at \$75 per hour
580 backhoe loader and operator at \$75 per hour
Equipment transport to and from sites at \$65 per hour
Transport and material removal hourly rates based from Full Circle Compost located at:
2298 Heybourne Road
Minden, NV 89423

Processing

Materials processed by Full Circle Compost at the collection sites will not receive further processing fees at the Full Circle Compost composting location

Equipment and Material Transport Times

TRE: 2.5 hours
Holbrook: 2.25 hours
Ruhstroth: 1.5 hours

*Water for fire and dust control provided by fire departments at the collection **854 7936**

BK 0702 PG 08134

Original Document

Case No. 02-1234567

Filed for Record

County of Douglas, Nevada

2002

July 25

PM 12:27

By Linda Slater

Recorder

Official Record

of Douglas County

Nevada

2002

July 25

PM 12:27

Requested by Douglas County

Official Records of Douglas County, Nevada

2002 July 25 PM 12:27

By Linda Slater Recorder

Official Record

of Douglas County

Nevada

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.

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

DATE: July 25 2002
By B. Reed Clerk of the
of the State of Nevada, in and for the County of Douglas.

2002 JUL 25 PM 12:27

By [Signature] Deputy

SEAL

LINDA SLATER
RECORDER

\$ 0 PAID KJ DEPUTY

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BK 0702 PG 08135