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OFFICIAL RECORD

Requested By:

DC/DISTRICT ATTORNEY

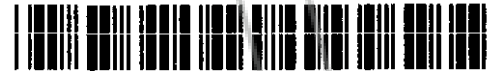
Assessor's Parcel Number: N/A

Date: JUNE 24, 2008

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 9 Fee: 0.00  
BK-0608 PG- 6218 RPTT: 0.00



Name: ROBERT MORRIS, DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.125  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

FILED

NO. 2008.125

AMENDED CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 10:47

A Contract between Douglas County

BARBARA J. GRIFFIN  
CLERK

and

*[Signature]*  
DEPUTY

George N. Benesch  
190 W. Huffaker Lane, Suite 408  
Reno, NV 89511

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

The services of Contractor specified in this agreement are both necessary and desirable and in the best interests of Douglas County; and

Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in this agreement.

In consideration of the mutual agreements made in this agreement, the parties agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** This contract will not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor will 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 will 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, 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 work certificate 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 a qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) 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 to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of 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 a qualified 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are legal services related to water rights involving State Engineer's Order 904 and setting up a program for domestic well credit.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in paragraph (4) at a cost of \$ 200 per hour plus expenses. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

**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 will not be effective until 30 days after a party has served written notice upon the other party.

**7. CONSTRUCTION OF CONTRACT.** This contract will be construed and interpreted according to the laws of the State of Nevada.

**8. COMPLIANCE WITH APPLICABLE LAWS.** Contractor must 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.

**9. ASSIGNMENT.** Contractor may not assign, transfer or delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract will 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.

**11. 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 will be the exclusive property of the County and all materials must 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 must promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor will not use, willingly allow or cause to have the materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS 239 and must 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.

**13. 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 professional services under this contract by Contractor or Contractor's agents or employees. County agrees to indemnify and save and hold harmless from any and all causes of action or liability to the extent caused by the negligent act or acts in connection with this contract of the County or anyone for whom the County is legally liable.

**14. 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.

**15. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS.** For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this

clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder, contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the solicitation or proposal.

The Parties have executed this agreement and intend to be legally bound by it.

DOUGLAS COUNTY

*Doug N. Shaw* 5-15-08  
(Date)

CONTRACTOR

*George N. Benesch* 6-10-08  
(Date)

Approved as to form by:

*Robert J. Morris*  
Deputy District Attorney

DOUGLAS COUNTY

NP  
DALS  
Brian Chaffy

FILED

95-120

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR R2 03

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA FEED  
CLERK

AND

BY *[Signature]* DEPUTY

George N. Benesch

WHEREAS, Douglas County 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 the 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 execution by the parties.

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 Douglas County employee and that

There shall be no:

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

3. **SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are legal services related to water law and water rights matters resulting from

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**DOUGLAS COUNTY**

the purchase of the Slash Bar H Ranch.

**4. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (3) at a cost of \$115.00 per hour. The Douglas County agrees to pay Contractor within a reasonable time after receipt of a billing from the Contractor.

**5. 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.

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

**7. 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.

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

**9. DOUGLAS 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 Douglas County, including, but not limited to, the contracting agency, the Douglas County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**10. 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 Douglas County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the Douglas County upon completion, termination or cancellation of this contract.

**11. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Douglas County by Contractor, 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



Douglas County

copying by any person, as defined in Nev.Rev.Stat. § 0.038, 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 Douglas 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.

12. 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 Douglas County Commissioners.

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

George N. Benesch 8-11-95  
GEORGE N BENESCH (Date)

Robert H. Alquist  
BOARD OF COUNTY COMMISSIONERS (Date)

Approved as to form by:

[Signature]  
Deputy District Attorney

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

95 AUG 22 AM 11:12

LINDA SLATER  
RECORDER 3

PAID 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: August 21 1995  
By: [Signature] Deputy  
Clerk of the Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

SEAL

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COPY

SEAL

**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 June 27 2008  
Clerk of the Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy



BK- 0608  
PG- 6226