

DOC # 0743941  
05/28/2009 10:56 AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: MAY 27, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 0.00  
BK-0509 PG-6829 RPTT: 0.00



Name: LISA GRANAHAN, COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.111  
(Title of Document)

BOCC

FILED

NO. 2009.111

2009 MAY 27 AM 10:48

**CONTRACT FOR PROFESSIONAL SERVICES  
 BETWEEN  
 DOUGLAS COUNTY, NEVADA  
 And  
 MARCUS G. FAUST, PROFESSIONAL CORPORATION  
 332 CONSTITUTION AVENUE, NE,  
 WASHINGTON, D.C. 20002**

TED THUAN  
CLERK

*[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 licensed, 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 June 1, 2009, through May 31, 2010. The contract may be renewed for successive one-year periods if both parties agree.

**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.**

A. Unless the Contractor complies with ¶B below, 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 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:

Marcus G. Faust, P.C., has entered into a contract with Douglas County to perform work from June 1, 2009 to May 31, 2010 and requests that the authorized 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 on the contract. If Contractor does not maintain coverage throughout the entire term on the contract, Contractor agrees that the 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 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 County may order the Contractor to stop work, suspend the contract, or terminate the contract.

**B.** 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 Contractor will serve as consultant and government relations advisor to the County in Washington, D.C. and in Nevada as needed. In this role, Contractor will report to and receive guidance from the Douglas County Board of Commissioners or their designee and undertake such activities as directed including:

**A.** Representation and advocacy for the interests of Douglas County relating to public land and water related issues with federal agencies and the Congress including the Nevada Congressional delegation and other matters as may arise.

**B.** Monitoring and information gathering with the Executive Branch and Congress with respect to all matters which Douglas County may have interest in. Specifically,

MGFPC will closely monitor and provide information on all matters directly affecting the Douglas County, the development of policy within the Administration and Congress and the development of budgets for appropriations and such other matters of interest pertaining to Douglas County.

C. Actively lobby the Congress and the departments and agencies of the Executive Branch of the government on behalf of the interests of Douglas County, as directed. This will involve arranging meetings for personnel of Douglas County with officials or staff of these federal departments as may be necessary; the preparation of legal memoranda, Congressional testimony and briefing papers; assisting in devising and implementing strategy with respect to the vital interests and objectives of Douglas County; liaison work with key members of the House and Senate Committees with jurisdiction over the Departments of the Interior, Agriculture, the Environmental Protection Agency, the Clean Water Act, Safe Drinking Water Act and other agencies and federal statutes of interest to Douglas County.

D. Providing regular briefings to the Douglas County as needed and travel to Nevada to meet with Douglas County officials as requested.

E. Providing office and administrative support services to Douglas County personnel while in Washington, D.C.

F. Travel as may be necessary and authorized specifically by the Douglas County Commission or their designee on behalf of Douglas County.

**5. PAYMENT FOR SERVICES.** Contractor agrees to perform the work set forth in paragraph (4) at a cost not to exceed \$90,000 for professional services to be paid in monthly equal installments. Expenses incurred by Contractor in the normal course of this representation shall be billed over and above the fee for services. Such expenses may include airfare, travel and meals incidental to the representation which are approved by Douglas County. Total expenses may not exceed \$5,000 during the term of this contract. Unless contractor has received a written exemption from the County, contractor shall submit monthly request for payment for services performed under this agreement. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month.

**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. Contractor will be paid for all work that has been performed up to the date of termination.

**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, 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 if the County fails to appropriate monies.

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.

**9. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada. Any action regarding this contract shall be filed in the Ninth Judicial District Court in the State of Nevada. There are to be no inferences construed against the drafter of the contract.

**10. 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.

**11. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

**12. 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.

**13. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials 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.

**14. 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 ¶ 13), 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.

**15. 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 this contract by Contractor or Contractor's agents or employees.

**16. 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.

Marcus G Faust 5/12/09  
Marcus G. Faust, P.C. (Date)

Nancy McDermid 21 May 2009  
Nancy McDermid, Chairman (Date)  
Board of County Commissioners

Attest: Ted Thran  
Ted Thran, Douglas County Clerk

BY Laurie Indecker  
CLERK TO THE BOARD

**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 27 2009  
Thran Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

5 By Bruce M. [Signature] Deputy

