

OFFICIAL RECORD

Requested By:
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 9 Fee: 0.00
BK-1210 PG-1954 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS
(CP)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.274

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423
(775) 782-9821

AND

NATURESCAPE
1517 S. RIVERVIEW DR.
GARDNERVILLE, NV 89460

2010 DEC -7 AM 9:57
2010.2724
FILED

This Contract for Services by an Independent Contractor (the "Contract") is made this ___ day of November, 2010, by and between Douglas County, Nevada, a political subdivision of the State of Nevada, through the Board of County Commissioners, (the "County"), and G and R Environmental Services, Inc., a Nevada corporation doing business as Naturescape ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. **EFFECTIVE DATE AND TERM OF CONTRACT.** The Contract will not become effective until and unless approved by the Douglas County Manager.
2. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700 as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (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 Paragraph B below, Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide to the County the following written request to Contractor's insurer:

G and R Environmental Services, Inc., a Nevada corporation doing business as Naturescape, has entered into a contract with Douglas County to perform work from December 1, 2010 to November 30, 2012 and requests that the an 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
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit stating under oath that Contractor 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 the Nevada Revised Statutes; and
2. Is otherwise in compliance with the requirements of Nevada law.

4. SERVICES TO BE PERFORMED. The Parties agree that the personal services to be performed are attached hereto as Exhibit "1."

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph 4 at a cost of Two Thousand One Hundred and Forty-Five Dollars (\$2,083.00) per month with the total cost not to exceed Forty Nine Thousand Nine Hundred Ninety-Two Dollars (\$49,992.00). Unless Contractor has received a written exemption from the County, Contractor will submit monthly requests for payment to the County for any services performed under the Contract. Requests for payment by Contractor may only be made for services actually rendered or for reimbursement of actual expenses incurred and paid by Contractor. Requests for payment must 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.

6. TERMINATION OF CONTRACT. Either party may terminate the Contract without cause provided that any termination will not become effective until 30 days after the terminating Party has served written notice upon the other Party. All monies due and owing at the time of the termination of the Contract will be paid by Douglas County, unless the Contract is terminated pursuant to paragraph 19.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Parties agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The

fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the Court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the 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.

12. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to Paragraph 15, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 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 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.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

19. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information in any form obtained from Douglas County will not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

**G and R Environmental Services, Inc., a Nevada corporation,
doing business as Naturescape**

Signature
Contractor

11-16-10
(Date)

Douglas County

Michael T. Brown, County Manager

11/17/10
(Date)



Since 1973
Total Tree Care

PLANTING * PRUNING * PRESERVATION

Plant Health Care * Diagnosis * Insect & Disease Control
Sustainable Landscape Strategies

Greg Ricketts, Owner * ISA #0365 Certified Arborist


October 18, 2010

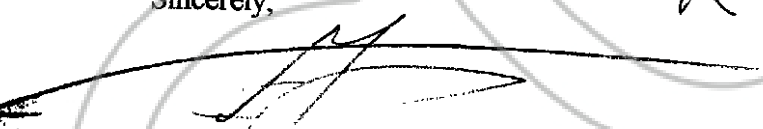
Douglas County Public Works
1120 Airport Rd.
PO Box 218
Minden, NV 89423
775-782-9989 or 782-6266

Attn: Jerry

Enclosed is our maintenance proposal for 1) Sheridan Tank and Sheridan Well, 2) Johnson Lane Tank, 3) N. Valley project. This proposal is for the next two (2) years starting November 13, 2010. The monthly maintenance for all sites includes a ~~10%~~ ^{5%} increase from the 2009 contract.

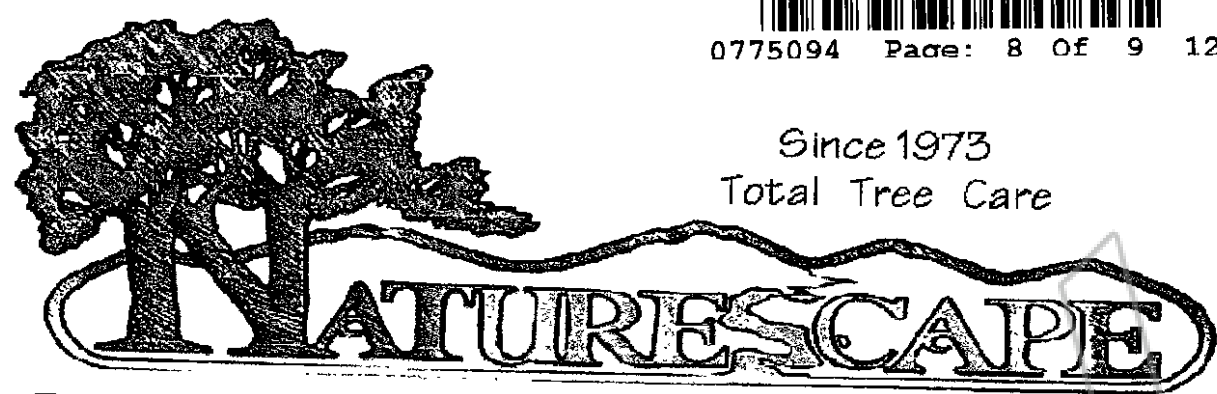
Sincerely,

Small 


Greg Ricketts

Enclosure: 1 page

1517 S Riverview Dr., Gardnerville, NV 89460
Carson Valley (775) 265-9125 • Fax (775) 265-4795 • (775) 315-1690



Since 1973
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Plant Health Care * Diagnosis * Insect & Disease Control
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Greg Ricketts, Owner * ISA #0365 Certified Arborist

October 18, 2010

Douglas County Public Works
1120 Airport Rd.
PO Box 218
Minden, NV 89423
775-782-9989 or 782-6266
Attn: Jerry

We propose the following:

MONTHLY MAINTENANCE

We propose to visit site at least one time per month during dormant season (Nov, Dec, Jan, Feb) and three to four times per month during active growing season. Locations include: 1) Sheridan Tank and Sheridan Well, 2) Johnson Lane Tank, 3) N. Valley project.

Visually inspect all plants for the following:

- A) Check all emitters, clean and adjust as needed.
- B) Check all plants for vigor, compost and mulch as needed.
- C) Prune for structure and clean crown (dead and diseased) as needed. Remove stakes as soon as possible.
- D) Spray dormant oil or pesticide as needed for insect control.
- E) Apply herbicide as needed for weed control to reduce competition in the root zone.
- F) Replace any plant that dies with similar or same species (native or adapted plant)
- G) Charge and discharge irrigation system as needed during winter months

1) Sheridan Tank and Sheridan Well	\$365.00 per mo
2) Johnson Lane Tank	\$680.00 per mo
3) N. Valley	\$1,038.00 per mo
Monthly maintenance all three sites	\$2,083.00 mo

Sincerely,

Greg Ricketts

1517 S Riverview Dr., Gardnerville, NV 89460
Carson Valley (775) 265-9125 • Fax (775) 265-4795 • (775) 315-1690

COPY

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: Dec 7, 2010
Clerk of the 979 Judicial District Court
of the State of Nevada, In and for the County of Douglas.
By [Signature] Deputy