

Eureka, Nevada

January 5, 2001

PROFESSIONAL SERVICES AGREEMENT
WITH THE
EUREKA COUNTY BOARD OF COMMISSIONERS
AND JONATHON J. HUTCHINGS, Ph.D.

THIS AGREEMENT for professional services is made and entered into this 5th day of January, 2001, by and between JONATHON J. HUTCHINGS, Ph.D. (hereinafter NATURAL RESOURCES MANAGER OR "NRM"), and EUREKA COUNTY, a political subdivision of the State of Nevada, acting by its Board of Commissioners (hereinafter "COUNTY") with reference to the following facts:

A. The COUNTY is continually confronted by public lands and related issues that require the COUNTY immediate and informed response.

B. The NATURAL RESOURCE MANAGER is an independent contractor who serves as the head of the COUNTY's Department of Natural Resources, and coordinates the COUNTY's prompt response to public lands and related issues.

C. JONATHON J. HUTCHINGS, Ph.D., has offered to serve as the NRM and work with both the COUNTY's Public Lands Advisory Commission and Board of Commissioners to ensure the COUNTY's informed involvement and prompt response to public lands and related issues that impact the COUNTY.

D. In order to ensure his availability, the County offers this agreement for professional services.

NOW THEREFORE, on the basis of the foregoing facts and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

During the term of this agreement, the NRM shall receive no benefits other than those specifically stated here, and understands and agrees he shall be an independent contractor to the COUNTY. The NRM also understands and agrees he shall not be eligible for medical insurance, pension payments, or any other benefit normally available to a full time employee of the COUNTY. The NRM further agrees he is responsible for all appropriate tax withholding and compliance with all state and federal laws.

2. REPORTING REQUIREMENT

The NRM shall attend and report to all meetings of the COUNTY's Public Lands Advisory Commission and Board of Commissioners, unless excused by illness, or other duties to be performed for the COUNTY, or other planned absence. The NRM shall receive input and direction from both Boards, but in the event of conflict the decision of the Board of Commissioners supercedes all other direction and input.

3. OFFICE SPACE

As a benefit of this agreement, the NRM shall have the use of office space and office equipment located in the COUNTY's Natural Resource Office, and be provided keys to that Office. Any request for office supplies must follow County policy.

4. STAFF SUPPORT

As a benefit of this agreement, the NRM shall have staff support available from the secretary of the Public Lands Advisory Commission, limited to no more than twenty (20) hours per week. Additional support, if required, must be approved by the Board of Commissioners.

5. PLACE OF PERFORMANCE

The NRM, at the time this agreement is in effect, shall reside in Eureka County and perform the bulk of his duties in the COUNTY's Natural Resource Office.

6. COMPENSATION

As a benefit of this agreement, the NRM shall be paid Ninety Thousand Dollars (\$90,000.00) per calendar year for his full time professional services to the COUNTY, payable in installments one time per calendar month.

7. TRAVEL

As a benefit of this agreement, the NRM shall be reimbursed at the rate of \$.325 per mile for each mile traveled on business in his own vehicle to perform his duties under this agreement, excluding travel incidental to and from the place of performance. Out of state travel must be pre-approved by the Board of Commissioners. On business travel trips the NRM shall also receive meal stipend at a rate consistent with current County policy in addition to a reasonable lodging cost reimbursement. These will be pre-approved.

8. TERM OF HIS AGREEMENT

The NRM agrees to provide his services to the COUNTY for calendar years 2001 and 2002. During this time, the NRM further agrees to devote his time entirely to the NRM's advocacy role for the COUNTY, and do no other compensated work.

9. TERMINATION OF THIS AGREEMENT

This agreement may be terminated for any reason or no reason at all by either party in sixty (60) calendar days by providing written notice of the termination at the COUNTY's Natural Resource Office.

10. WORK PRODUCT

The NRM understands and agrees his reports, compilations, and all other work prepared for the COUNTY shall be and remain the COUNTY's property, to be kept in an orderly fashion at the Natural Resource Office. Any civil litigation or other liability arising out of this work that is commenced by a third party shall be defended by the County.

11. HOLD HARMLESS

If a dispute arises over the interpretation or application of this agreement, both parties agree to bear their own costs and attorney fees and not seek reimbursement from the other party. In addition, both parties agree to hold each other harmless from and against all claims other than those based upon the failure to provide benefits as described in this agreement.

12. MISCELLANEOUS

The obligations and duties of the NRM are personal and not assignable. This agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The parties from time to time may waive any or all rights herein without effecting a waiver with respect to any subsequent occurrences or transactions hereunder. This written agreement constitutes the entire understanding and agreement of the parties and there are no other agreements or understandings, written or oral, in effect between the parties.

IN WITNESS HEREOF, the parties have hereunder set their hands upon the dated and year written below:

Signed this 17th day
January, 2001.

NATURAL RESOURCES MANAGER

Jonathon Hutchings
JONATHON J. HUTCHINGS, Ph.D.

Signed this 10th day
January, 2001.

COUNTY:

ATTEST: Janet Sample, Clerk

Pete Goicoechea
PETE GOICOECHEA, Chairman
Eureka County Commissioners

COOPER

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County Clerk
02 JUN 27 AM 10:07

ELMER COUNTY NEVADA
M.M. REBALEATI, RECORDER
FILE NO. FEES no fee

178236

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