

AMENDMENT NO. 3 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Colorado River Commission

and

Sara A. Price, Esq.

1. AMENDMENTS. For and in consideration of mutual promises and/or other valuable consideration, all provisions of the Original Contract entered into by the Colorado River Commission ("Commission") and Sara A. Price, Esq. (collectively "the Parties") dated April 12, 2005, the letter agreement contract extension dated March 15, 2006 and the Renewal Contract to Provide Professional Services dated April 10, 2007, all of which are attached hereto in Exhibit A, remain in full force and effect with the exception of the following:

A. The term of the Contract shall be extended from April 13, 2009 to April 13, 2011.

Current Contract Language (from the Renewal Contract):

3. The term of the Contract commences on April 13, 2007 or, unless later approved by the Nevada State Board of Examiners, than on that later date, and unless otherwise terminated as provided herein, shall continue for 2 years from that date.

Amended Contract Language:

3. The term of the Contract commences on April 12, 2009 or, unless later approved by the Nevada State Board of Examiners, than on that later date, and unless otherwise terminated as provided herein, shall continue for 2 years from that date.

B. The hourly rate for services performed under this Contract shall be increased by \$20.00 per hour to \$210 per hour, and the Executive Director of the Commission shall be authorized to allow payment to Ms. Price at an hourly rate different from the one shown herein, provided that the total amount paid is less than the maximum aggregate cost of services approved for Ms. Price by the Board of Examiners.

Current Contract Language (from the Renewal Contract):

6. (a) For services performed under this Contract, the Commission agrees to pay the Contractor One Hundred Ninety Dollars (\$190.00) per hour. The Commission may pay an hourly rate different from the one shown herein, provided that the alternative rate is approved by

#89

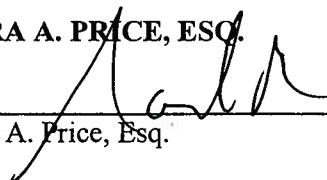
the Commission's Executive Director and that the total amount paid is less than the maximum aggregate cost of services approved for Ms. Price by the Board of Examiners.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract, letter agreement contract extension and the Renewal Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

SARA A. PRICE, ESQ.




Sara A. Price, Esq.

2/4/09

Date

**COLORADO RIVER COMMISSION
OF NEVADA**




George M. Caan
Executive Director

2/10/09

Date

Approved as to form by:




Ann C. Pongracz
Senior Deputy Attorney General

1/26/09

Date

APPROVED BY BOARD OF EXAMINERS



Andrew K. Clinger
Clerk, Board of Examiners

4-14-09

Date

EXHIBIT A

1. Original Contract
2. Letter Agreement Contract Extension
3. Renewal Contract

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CONTRACT TO PROVIDE PROFESSIONAL SERVICES

1. **THIS CONTRACT** (“Contract”) is made between the State of Nevada, acting by and through its Colorado River Commission of Nevada, hereinafter referred to as the “Commission,” and Sara A. Price, hereinafter referred to as the “Contractor.” The Commission and Contractor may be individually referred to as “Party” or collectively as “Parties.”

EXPLANATORY RECITALS

2. (a) WHEREAS, ~~NRS 284.173~~ authorizes elective officers, heads of departments, boards, commissions or institutions, subject to the approval of the Nevada State Board of Examiners, to engage the services of persons as independent contractors; and

(b) WHEREAS, the Commission has determined that the services of Contractor are necessary, desirable and in the best interest of the State of Nevada and the Commission; and

(c) WHEREAS, the Contractor desires to furnish those services; now, therefore,

IN CONSIDERATION of the mutual covenants herein contained, the Parties hereto agree as follows:

TERM OF CONTRACT

3. The term of this Contract commences on the date this Contract is approved by the Nevada State Board of Examiners and, unless otherwise terminated as provided herein, shall continue for 1 year from that date. Upon agreement of the Contractor and Executive Director of the Commission (“Executive Director”), prior to expiration of this Agreement, this Agreement may be renewed for an additional 1-year period.

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SERVICES TO BE PERFORMED

4. Contractor shall act as special consultant to the Commission on matters concerning the Lower Colorado River Multi-Species Conservation Program and other environmental, water and power matters, as directed by the Executive Director.

MANNER OF PERFORMANCE

5. (a) The services under this Contract shall be rendered either directly by Sara A. Price or by Contractor's officers, partners, employees, agents or subcontractors working under the direct supervision of Sara A. Price.

(b) In the performance of the services provided for under this Contract, Contractor must at all times:

(1) comply with all applicable laws, regulations, ordinances, or rules of the United States, the State of Nevada and any of its political subdivisions and of any other duly constituted public authority or agency; and

(2) maintain direct supervision and control of Contractor's officers, partners, employees, agents and subcontractors and, upon notice from the Executive Director of the Commission, cease to use any personnel specified by the Executive Director as being unsatisfactory.

COMPENSATION FOR SERVICES

6. (a) For services performed under this Contract, the Commission agrees to pay the Contractor One Hundred Seventy Five Dollars (\$175.00) per hour.

(b) Except as provided in this subsection, the Commission shall reimburse Contractor for all its costs and expenses directly incurred or advanced for relevant office expenses (including, without limitation, long distance telephone calls, postage and delivery services, and computer, reproduction and telecopying services), and transportation, lodging and meals away from the home office, premiums for insurance required under subsection 12(c), and

1 other expenditures deemed reasonable and necessary by the Commission. The travel
2 reimbursement procedures and rates under this Contract are those applicable to employees of the
3 State of Nevada at the time the expenses are incurred. Any such reimbursable costs and
4 expenses must be specifically identified, and if incurred in conjunction with services for other
5 Contractor's clients, those costs and expenses must be equitably prorated between the
6 Commission and Contractor's other clients.

7 (c) Contractor shall bill the Commission monthly on properly itemized
8 invoices identifying each person's time, the services rendered and the appropriate hourly rate,
9 and containing such other information as the Parties may agree upon. The Commission shall pay
10 Contractor for services rendered within 30 days after the receipt of a properly itemized monthly
11 invoice.

12 (d) If the Commission questions some element of an invoice, that fact shall be
13 made known to Contractor immediately. Contractor will help resolve the question, and transmit
14 a revised invoice as necessary. Amounts not questioned by the Commission must be promptly
15 paid to Contractor in accordance with the applicable payment procedures provided in subsection
16 (c).

17 (e) Total compensation to Contractor under this Contract shall not exceed One
18 Hundred Twenty Five Thousand Dollars (\$125,000.00), including reimbursement of costs and
19 expenses, in accordance with subsection (b). Contractor will not be obligated to perform
20 services or incur costs or expenses which would result in compensation due Contractor in excess
21 of the amount approved by the Commission.

22 **PROHIBITION AGAINST COMMISSION FOR OBTAINING CONTRACT**

23 7. Contractor warrants that no person or company has been employed or retained to
24 solicit or secure this Contract upon an agreement or understanding for a commission, percentage,
25 brokerage, or contingent fee, excepting bona fide employees; nor has Contractor paid or agreed

1 to pay any person, company, corporation, individual or firm other than a partner or bona fide
2 employee, any fee, commission, contribution, donation, percentage, gift, or any other
3 consideration, contingent upon or resulting from award of this Contract. For any breach or
4 violation of this warranty, the Commission shall have the right to terminate this Contract without
5 liability or, at its discretion, to deduct from the contract price, or otherwise recover, the full
6 amount of such fee, commission, percentage, gift or consideration and any other damages.

7 RECORDS

8 8. (a) Contractor shall maintain, and shall make available to the Commission
9 and to the Executive Director for inspection all books, records, documents and other evidence
10 directly pertinent to performance under this Contract in accordance with its general practices.

11 (b) All reports, studies, research, memoranda, data and other information and
12 documents (collectively "documents") prepared by Contractor pursuant to this Contract, or
13 received by the Contractor relevant to this Contract, are the property of the Commission and,
14 upon request, shall be provided to the Commission.

15 (c) After this Contract is terminated, the Commission shall have the right to
16 take possession of the file developed by Contractor in connection with her services. If the
17 Commission does not take possession of the file, Contractor shall store the file for the
18 Commission for a period of 3 years. If, after that period, the Commission does not indicate an
19 interest in taking possession of the file, Contractor may dispose of the file, after providing prior
20 written notice to the Commission.

21 (d) Contractor is entitled to keep copies of documents and use them if that use
22 is not contrary to the interests of the Commission.

23 NON-DISCRIMINATORY EMPLOYEE PRACTICES

24 9. Contractor will not discriminate against any employee or applicant for
25 employment because of race, color, religion, sex or natural origin.

1 **GOVERNING LAW; JURISDICTION**

2 10. This Contract and the rights and obligations of the Parties are governed by, and
3 must be construed according to, the laws of the State of Nevada. The Parties consent to the
4 jurisdiction of the Nevada district courts for enforcement of this Contract.

5 **ASSIGNMENT**

6 11. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties
7 under this Contract without the prior written approval of the Commission.

8 **INDEMNIFICATION; INSURANCE**

9 12. (a) To the fullest extent permitted by law and except as provided in this
10 section, Contractor (the "Indemnifying Party") shall defend, indemnify and hold harmless,
11 without cost to the Commission and not excluding the Commission's right to participate, the
12 State of Nevada and its Colorado River Commission, and the members of its governing body,
13 officers, employees, agents, successors or assigns (the "Indemnified Party or Person"), from any
14 claims, demands, costs, losses and expenses, causes of action, damages or liability, of
15 whatsoever kind of nature, including, without limitation, reasonable attorney's fees and costs,
16 arising out of or resulting from the performance of this Contract by Contractor or Contractor's
17 employees, agents or subcontractors.

18 (b) The indemnity obligation provided in subsection (a):

19 (1) must not be construed to negate, abridge, or otherwise reduce any
20 other right or obligation of indemnity that would otherwise exist as to any Indemnified Party of
21 Person described in that subsection.

22 (2) is conditioned upon the Indemnifying Party's receipt of written
23 notice from the Indemnified Party or Person of any actual or pending claim or cause of action,
24 within 30 days after the Indemnified Party or Person has actual notice of the claim or cause of
25 action. The Indemnifying Party shall not be liable to hold harmless any attorney's fees and costs

1 for the Indemnified Party's or Person's chosen right to participate with legal counsel.

2 (c) Contractor shall, at the Commission's cost as provided in subsection (b) of
3 section 6, obtain and maintain during the entire period this Contract is in effect professional
4 liability insurance:

5 (1) with an insurance company or companies acceptable to the
6 Executive Director;

7 (2) protecting the State of Nevada and its Colorado River Commission
8 from liability for errors and omissions committed by Contractor while performing the services
9 required under this Contract; and

10 (3) with a claims made policy limit of One Million Dollars
11 (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

12 **LIMITATION ON LIABILITY**

13 13. (a) The State of Nevada and its Colorado River Commission will not waive
14 and intend to assert in all cases all limitations on liability available to them under state law.
15 Actual damages for any breach by the State of Nevada or its Colorado River Commission must
16 never exceed the amount of funds that have been approved by the Commission and the Nevada
17 State Board of Examiners for payment under this Contract, but not yet paid, for the fiscal year
18 budget in existence at the time of breach.

19 (b) In no event shall either Party be liable to the other Party for any indirect,
20 special or consequential damages, including, without limitation, loss of profits or revenue, loss of
21 production, cost of capital, claims by customers, fines or penalties, whether liability is based on
22 contract, warranty, negligence, strict liability, indemnity or otherwise.

23 **DISPUTE RESOLUTION**

24 14. (a) Except as provided in section 12:

25 (1) Before commencing arbitration or other proceedings, a Party

1 claiming a dispute as the interpretation or performance of the provisions of this Contract shall
2 notify the other Party in writing of the dispute, and the Parties shall enter into good faith
3 negotiations to resolve the controversy.

4 (2) Disputes that cannot be resolved by the Parties must be determined
5 either by arbitration or court proceeding. Whenever a controversy arises out of this Contract and
6 both Parties agree to submit the matter to arbitration, the Parties shall use the procedures set forth
7 in the Nevada Arbitration Act. The decision from such arbitration is a valid award of the
8 arbitrators and is final and binding as to the Parties. If in any such arbitration or court
9 proceeding an amount paid by a Party is held not to have been due, the payment shall not be
10 deemed to have been voluntary, and it must be refunded.

11 (3) If any portion of any bill described in subsection 6(c) is disputed,
12 the disputed amount must be paid under protest when due and must be accompanied by a written
13 statement indicating the basis for the protest.

14 (b) Nothing in this section prevents the termination of services or the
15 termination of this Contract as provided in section 20.

16 CAPTIONS

17 15. The section headings in this Contract are intended for convenience only and must
18 not be taken into consideration in any construction or interpretation of this Contract or any of its
19 provisions.

20 SEVERABILITY

21 16. Any provisions or portion of this Contract prohibited as unlawful or
22 unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be
23 ineffective without affecting other provisions of this Contract. If the provisions of such
24 applicable law may be waived, they are hereby waived to the end this Contract may be deemed
25 to be a valid and binding Contract enforceable in accordance with its terms.



1 **NOTICES**

2 17. Notices given pursuant to the provisions of this Contract, or which are necessary
3 to carry out its provisions, must be in writing and delivered personally to the person to whom the
4 notice is to be given or mailed, postage prepaid, addressed to that person. The Parties' addresses
5 for this purpose are, respectively:

6 To the Commission: George M. Caan
7 Executive Director
8 Colorado River Commission of Nevada
9 555 E. Washington Avenue
10 Suite 3100
11 Las Vegas, NV 89101-1065

12 To Contractor: Sara A. Price
13 11013 Arbor Pine Ave.
14 Las Vegas, NV 89144

15 **MODIFICATION OF CONTRACT**

16 18. This Contract constitutes the entire agreement between the Parties and may be
17 modified by the Parties only in a writing executed by both Parties. If the modification results in
18 an increase to the total compensation authorized in subsection (e) of section 6, then such
19 modification shall be approved by the Nevada State Board of Examiners.

20 **STATUS OF CONTRACTOR**

21 19. (a) The relationship of Contractor to the Commission hereunder shall be that
22 of an independent contractor and not an agent or employee. Contractor shall have complete
23 control over her employees and the method of performing her work under this Contract. No
24 permitted or required approval by the Commission of personnel, costs, documents or services of
25 Contractor shall be construed as making the Commission responsible for the manner in which

1 Contractor performs its services or for any acts, errors or omissions of Contractor. Such
2 approvals are intended only to give the Commission the right to satisfy itself with the quality of
3 work performed by Contractor.

4 (b) Nothing in this Contract shall be deemed or construed to create a
5 partnership or joint venture, to create relationships of an employer-employee or principal-agent,
6 or to otherwise create any liability for the Commission whatsoever with respect to the
7 indebtedness, liabilities, and obligations of the Contractor or any other party. Neither Party shall
8 have any right, power or authority to create any obligation, express or implied, on behalf of the
9 other.

10 **TERMINATION**

11 20. (a) Either Party may terminate this Contract by giving 30 days' prior written
12 notice of the termination to the other Party.

13 (b) In the event this Contract is terminated, Contractor must be compensated
14 in accordance with section 6 for all work performed to the effective date of termination.

15 **NO THIRD PARTY RIGHTS**

16 21. Nothing in this Contract shall be construed to give any rights or benefits to
17 anyone other than the State of Nevada, the Commission and the Contractor.

18 **WAIVER**

19 22. The failure of either Party to enforce at any time, or for any period of time, the
20 provisions hereof shall not be construed as a waiver of such provisions or of the rights of such
21 Party to enforce each and every such provision.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed.

Attest:

COLORADO RIVER COMMISSION OF
NEVADA

G. M. Caan
George M. Caan
Executive Director

Jay D. Bingham Jay D. Bingham
for Richard W. Bunker
Chairman

Attest:

SARA A. PRICE

Deanna d. Bruno

Sara A. Price
Sara A. Price

Approved as to form only:

Approved this 12 day of
April, 2005

Gerald A. López
Gerald A. López
Senior Deputy Attorney General

STATE BOARD OF EXAMINERS

John P. Comiskey
Clerk

ATTORNEY
GENERAL'S
OFFICE



LAS VEGAS,
NEVADA

SARA A. PRICE
11013 Arbor Pine Ave.
Las Vegas, Nevada 89144
702-296-3990
spricemason@mac.com

CH
COLORADO RIVER
COMMISSION

MAR 17 2006

RECEIVED

March 15, 2006

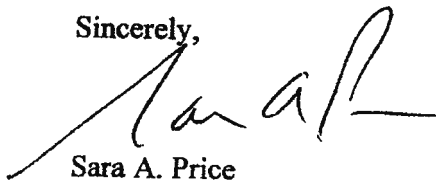
George M. Caan
Colorado River Commission of Nevada
555 E. Washington Avenue, Ste 3100
Las Vegas, Nevada 89101

Re: Contract Renewal

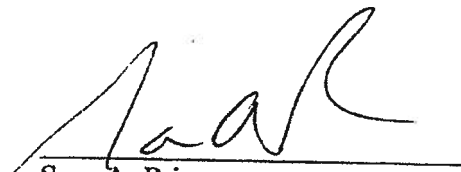
Dear George,

As discussed, my professional services contract with the CRC expires April 12, 2006, but may be extended for one additional year upon our agreement under paragraph 3 of the Contract. I've provided below signature blocks for us indicating our agreement to extend the Contract for the year. Please let me know if you have any questions. Otherwise, please provide me with a copy of the letter once executed. I look forward to another year.

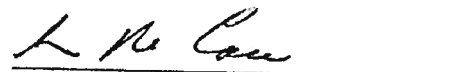
Sincerely,



Sara A. Price



Sara A. Price
Contractor
Date: 3/15/06



George M. Caan
Executive Director
Date:

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RENEWAL CONTRACT TO PROVIDE PROFESSIONAL SERVICES

1. THIS RENEWAL CONTRACT ("Contract") is made between the State of Nevada, acting by and through its Colorado River Commission of Nevada, hereinafter referred to as the "Commission," and Sara A. Price, hereinafter referred to as the "Contractor." The Commission and Contractor may be individually referred to as "Party" or collectively as "Parties."

EXPLANATORY RECITALS

2. (a) WHEREAS, on April 12, 2005, the Nevada State Board of Examiners approved a Professional Consulting Contract between the Contractor and Commission, under NRS 284.173, for a one year term with the right of the Parties to renew such Contract for one additional year;

(b) WHEREAS, pursuant to the Contract, the Parties did renew the Contract for one additional year, which year ends on April 12, 2007;

(c) WHEREAS, the Commission has determined that the services of Contractor continue to be necessary, desirable and in the best interest of the State of Nevada and the Commission; and

(d) WHEREAS, the Contractor desires to continue to furnish those services; now, therefore,

IN CONSIDERATION of the mutual covenants herein contained, the Parties hereto agree as follows:

TERM OF CONTRACT

3. The term of this Contract commences on April 13, 2007 or, unless later approved by the Nevada State Board of Examiners, than on that later date, and, unless otherwise terminated as provided herein, shall continue for 2 years from that date.

1 **SERVICES TO BE PERFORMED**

2 4. Contractor shall act as special consultant to the Commission on matters
3 concerning the Lower Colorado River Multi-Species Conservation Program and other
4 environmental, water and power matters, as directed by the Executive Director.

5 **MANNER OF PERFORMANCE**

6 5. (a) The services under this Contract shall be rendered either directly by Sara
7 A. Price or by Contractor's officers, partners, employees, agents or subcontractors working under
8 the direct supervision of Sara A. Price.

9 (b) In the performance of the services provided for under this Contract,
10 Contractor must at all times:

11 (1) comply with all applicable laws, regulations, ordinances, or rules
12 of the United States, the State of Nevada and any of its political subdivisions and of any other
13 duly constituted public authority or agency; and

14 (2) maintain direct supervision and control of Contractor's officers,
15 partners, employees, agents and subcontractors and, upon notice from the Executive Director of
16 the Commission, cease to use any personnel specified by the Executive Director as being
17 unsatisfactory.

18 **COMPENSATION FOR SERVICES**

19 6. (a) For services performed under this Contract, the Commission agrees to pay
20 the Contractor One Hundred Ninety Dollars (\$190.00) per hour.

21 (b) Except as provided in this subsection, the Commission shall reimburse
22 Contractor for all its costs and expenses directly incurred or advanced for relevant office
23 expenses (including, without limitation, long distance telephone calls, postage and delivery
24 services, and computer, reproduction and telecopying services), and transportation, lodging and
25 meals away from the home office, premiums for insurance required under subsection 12(c), and

1 other expenditures deemed reasonable and necessary by the Commission. The travel
2 reimbursement procedures and rates under this Contract are those applicable to employees of the
3 State of Nevada at the time the expenses are incurred. Any such reimbursable costs and
4 expenses must be specifically identified, and if incurred in conjunction with services for other
5 Contractor's clients, those costs and expenses must be equitably prorated between the
6 Commission and Contractor's other clients.

7 (c) Contractor shall bill the Commission monthly on properly itemized
8 invoices identifying each person's time, the services rendered and the appropriate hourly rate,
9 and containing such other information as the Parties may agree upon. The Commission shall pay
10 Contractor for services rendered within 30 days after the receipt of a properly itemized monthly
11 invoice.

12 (d) If the Commission questions some element of an invoice, that fact shall be
13 made known to Contractor immediately. Contractor will help resolve the question, and transmit
14 a revised invoice as necessary. Amounts not questioned by the Commission must be promptly
15 paid to Contractor in accordance with the applicable payment procedures provided in subsection
16 (c).

17 (e) Total compensation to Contractor under this Contract shall not exceed One
18 Hundred Twenty Five Thousand Dollars (\$125,000.00) annually, including reimbursement of
19 costs and expenses, in accordance with subsection (b). Contractor will not be obligated to
20 perform services or incur costs or expenses which would result in compensation due Contractor
21 in excess of the amount approved by the Commission.

22 **PROHIBITION AGAINST COMMISSION FOR OBTAINING CONTRACT**

23 7. Contractor warrants that no person or company has been employed or retained to
24 solicit or secure this Contract upon an agreement or understanding for a commission, percentage,
25 brokerage, or contingent fee, excepting bona fide employees; nor has Contractor paid or agreed

1 to pay any person, company, corporation, individual or firm other than a partner or bona fide
2 employee, any fee, commission, contribution, donation, percentage, gift, or any other
3 consideration, contingent upon or resulting from award of this Contract. For any breach or
4 violation of this warranty, the Commission shall have the right to terminate this Contract without
5 liability or, at its discretion, to deduct from the contract price, or otherwise recover, the full
6 amount of such fee, commission, percentage, gift or consideration and any other damages.

7 **RECORDS**

8 8. (a) Contractor shall maintain, and shall make available to the Commission
9 and to the Executive Director for inspection all books, records, documents and other evidence
10 directly pertinent to performance under this Contract in accordance with its general practices.

11 (b) All reports, studies, research, memoranda, data and other information and
12 documents (collectively "documents") prepared by Contractor pursuant to this Contract, or
13 received by the Contractor relevant to this Contract, are the property of the Commission and,
14 upon request, shall be provided to the Commission.

15 (c) After this Contract is terminated, the Commission shall have the right to
16 take possession of the file developed by Contractor in connection with her services. If the
17 Commission does not take possession of the file, Contractor shall store the file for the
18 Commission for a period of 3 years. If, after that period, the Commission does not indicate an
19 interest in taking possession of the file, Contractor may dispose of the file, after providing prior
20 written notice to the Commission.

21 (d) Contractor is entitled to keep copies of documents and use them if that use
22 is not contrary to the interests of the Commission.

23 **NON-DISCRIMINATORY EMPLOYEE PRACTICES**

24 9. Contractor will not discriminate against any employee or applicant for
25 employment because of race, color, religion, sex or natural origin.

1 **GOVERNING LAW; JURISDICTION**

2 10. This Contract and the rights and obligations of the Parties are governed by, and
3 must be construed according to, the laws of the State of Nevada. The Parties consent to the
4 jurisdiction of the Nevada district courts for enforcement of this Contract.

5 **ASSIGNMENT**

6 11. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties
7 under this Contract without the prior written approval of the Commission.

8 **INDEMNIFICATION; INSURANCE**

9 12. (a) To the fullest extent permitted by law and except as provided in this
10 section, Contractor (the "Indemnifying Party") shall defend, indemnify and hold harmless,
11 without cost to the Commission and not excluding the Commission's right to participate, the
12 State of Nevada and its Colorado River Commission, and the members of its governing body,
13 officers, employees, agents, successors or assigns (the "Indemnified Party or Person"), from any
14 claims, demands, costs, losses and expenses, causes of action, damages or liability, of
15 whatsoever kind of nature, including, without limitation, reasonable attorney's fees and costs,
16 arising out of or resulting from the performance of this Contract by Contractor or Contractor's
17 employees, agents or subcontractors.

18 (b) The indemnity obligation provided in subsection (a):

19 (1) must not be construed to negate, abridge, or otherwise reduce any
20 other right or obligation of indemnity that would otherwise exist as to any Indemnified Party of
21 Person described in that subsection.

22 (2) is conditioned upon the Indemnifying Party's receipt of written
23 notice from the Indemnified Party or Person of any actual or pending claim or cause of action,
24 within 30 days after the Indemnified Party or Person has actual notice of the claim or cause of
25 action. The Indemnifying Party shall not be liable to hold harmless any attorney's fees and costs

1 for the Indemnified Party's or Person's chosen right to participate with legal counsel.

2 (c) Contractor shall, at the Commission's cost as provided in subsection (b) of
3 section 6, obtain and maintain during the entire period this Contract is in effect professional
4 liability insurance:

5 (1) with an insurance company or companies acceptable to the
6 Executive Director;

7 (2) protecting the State of Nevada and its Colorado River Commission
8 from liability for errors and omissions committed by Contractor while performing the services
9 required under this Contract; and

10 (3) with a claims made policy limit of Five Hundred Thousand Dollars
11 (\$500,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

12 **LIMITATION ON LIABILITY**

13 13. (a) The State of Nevada and its Colorado River Commission will not waive
14 and intend to assert in all cases all limitations on liability available to them under state law.
15 Actual damages for any breach by the State of Nevada or its Colorado River Commission must
16 never exceed the amount of funds that have been approved by the Commission and the Nevada
17 State Board of Examiners for payment under this Contract, but not yet paid, for the fiscal year
18 budget in existence at the time of breach.

19 (b) In no event shall either Party be liable to the other Party for any indirect,
20 special or consequential damages, including, without limitation, loss of profits or revenue, loss of
21 production, cost of capital, claims by customers, fines or penalties, whether liability is based on
22 contract, warranty, negligence, strict liability, indemnity or otherwise.

23 **DISPUTE RESOLUTION**

24 14. (a) Except as provided in section 12:

25 (1) Before commencing arbitration or other proceedings, a Party

1 claiming a dispute as the interpretation or performance of the provisions of this Contract shall
2 notify the other Party in writing of the dispute, and the Parties shall enter into good faith
3 negotiations to resolve the controversy.

4 (2) Disputes that cannot be resolved by the Parties must be determined
5 either by arbitration or court proceeding. Whenever a controversy arises out of this Contract and
6 both Parties agree to submit the matter to arbitration, the Parties shall use the procedures set forth
7 in the Nevada Arbitration Act. The decision from such arbitration is a valid award of the
8 arbitrators and is final and binding as to the Parties. If in any such arbitration or court
9 proceeding an amount paid by a Party is held not to have been due, the payment shall not be
10 deemed to have been voluntary, and it must be refunded.

11 (3) If any portion of any bill described in subsection 6(c) is disputed,
12 the disputed amount must be paid under protest when due and must be accompanied by a written
13 statement indicating the basis for the protest.

14 (b) Nothing in this section prevents the termination of services or the
15 termination of this Contract as provided in section 20.

16 CAPTIONS

17 15. The section headings in this Contract are intended for convenience only and must
18 not be taken into consideration in any construction or interpretation of this Contract or any of its
19 provisions.

20 SEVERABILITY

21 16. Any provisions or portion of this Contract prohibited as unlawful or
22 unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be
23 ineffective without affecting other provisions of this Contract. If the provisions of such
24 applicable law may be waived, they are hereby waived to the end this Contract may be deemed
25 to be a valid and binding Contract enforceable in accordance with its terms.

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NOTICES

17. Notices given pursuant to the provisions of this Contract, or which are necessary to carry out its provisions, must be in writing and delivered personally to the person to whom the notice is to be given or mailed, postage prepaid, addressed to that person. The Parties' addresses for this purpose are, respectively:

To the Commission: George M. Caan
 Executive Director
 Colorado River Commission of Nevada
 555 E. Washington Avenue
 Suite 3100
 Las Vegas, NV 89101-1065

To Contractor: Sara A. Price
 11013 Arbor Pine Ave.
 Las Vegas, NV 89144

MODIFICATION OF CONTRACT

18. This Contract constitutes the entire agreement between the Parties and may be modified by the Parties only in a writing executed by both Parties. If the modification results in an increase to the total compensation authorized in subsection (e) of section 6, then such modification shall be approved by the Nevada State Board of Examiners.

STATUS OF CONTRACTOR

19. (a) The relationship of Contractor to the Commission hereunder shall be that of an independent contractor and not an agent or employee. Contractor shall have complete control over her employees and the method of performing her work under this Contract. No permitted or required approval by the Commission of personnel, costs, documents or services of Contractor shall be construed as making the Commission responsible for the manner in which

1 Contractor performs its services or for any acts, errors or omissions of Contractor. Such
2 approvals are intended only to give the Commission the right to satisfy itself with the quality of
3 work performed by Contractor.

4 (b) Nothing in this Contract shall be deemed or construed to create a
5 partnership or joint venture, to create relationships of an employer-employee or principal-agent,
6 or to otherwise create any liability for the Commission whatsoever with respect to the
7 indebtedness, liabilities, and obligations of the Contractor or any other party. Neither Party shall
8 have any right, power or authority to create any obligation, express or implied, on behalf of the
9 other.

10 **TERMINATION**

11 20. (a) Either Party may terminate this Contract by giving 30 days' prior written
12 notice of the termination to the other Party.

13 (b) In the event this Contract is terminated, Contractor must be compensated
14 in accordance with section 6 for all work performed to the effective date of termination.

15 **NO THIRD PARTY RIGHTS**

16 21. Nothing in this Contract shall be construed to give any rights or benefits to
17 anyone other than the State of Nevada, the Commission and the Contractor.

18 **WAIVER**

19 22. The failure of either Party to enforce at any time, or for any period of time, the
20 provisions hereof shall not be construed as a waiver of such provisions or of the rights of such
21 Party to enforce each and every such provision.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed.

Attest:

George M. Caan
George M. Caan
Executive Director

COLORADO RIVER COMMISSION
OF NEVADA

Richard W. Bunker
Richard W. Bunker
Chairman

Attest:

SARA A. PRICE

Sara A. Price
Sara A. Price

Approved as to form only:

Jennifer Crandell
Jennifer Crandell
Senior Deputy Attorney General

Approved this 10 day of
April, 2007

STATE BOARD OF EXAMINERS

Andrew K. Clinger
Andrew K. Clinger
Clerk

