

WF
Kare P
PW

FILED

NO. 89.057

'89 OCT 10 A9:11

CONTRACT FOR SERVICES OF
INDEPENDENT CONTRACTOR

The parties to this agreement are DOUGLAS COUNTY, NEVADA, acting by and through the Department of Public Works and its Director, Timothy C. Homann, hereinafter referred to as Douglas County, Nevada DEPUTY and MICHAEL L. OTTO, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, it is deemed that the services of CONTRACTOR herein specified are both necessary and desirable and in the best interest of Douglas County, Nevada; and

WHEREAS, CONTRACTOR represents that he is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. This contract shall be effective from the 27th day of September, 1989.

2. This contract may be terminated without cause by either party prior to the ending date set forth in paragraph (1), provided that a revocation shall not be effective until fifteen (15) days after a party has served written notice of revocation upon the other party.

3. The parties agree that the services to be performed are as follows: CONTRACTOR will perform the duties of a full-time Building Inspector.

a) The Inspector shall observe the work assigned for conformance with the Douglas County Code and with the approved design drawings and specifications.

b) The inspector shall furnish weekly inspection reports to the Building Official, the engineer or architect of record and other designated persons. All discrepancies shall be brought to the immediate attention of the contractor for correction, then, if uncorrected, to the proper design authority and to the Building Official.

c) The inspector shall submit a final signed report stating whether the work inspected was, to the best of his knowledge, in conformance with the approved plans and specifications and the Douglas County Code.

212727

4. CONTRACTOR agrees to provide the services set forth in paragraph (3) pursuant to the following schedule:

- a) \$25.00 per hour with a four hour minimum charge for Monday through Friday. Time spent including travel which exceeds four hours will be charged at \$25.00 per hour.
- b) \$40.00 per hour with a four hour minimum charge for Saturdays. Time spent including travel in excess of four hours will be charged at \$40.00 per hour.
- c) \$50.00 per hour with a four hour minimum charge for Sundays or any holiday observed by Douglas County. Time spent including travel in excess of four hours will be charged \$50.00 per hour.
- d) \$25.00 per hour with a one hour minimum per week will be charged for reports and updates to Building Department plans as required by the Building Official.
- e) DOUGLAS COUNTY, NEVADA, agrees to pay CONTRACTOR wages due in installments as follows: biweekly commencing with the pay period of September 24th, 1989.

5. This contract shall be construed and interpreted according to the laws of the State of Nevada,

6. The CONTRACTOR shall neither assign, transfer nor delegate any rights, obligation or duties under this agreement without the prior written consent of Douglas County, Nevada.

7. CONTRACTOR agrees to indemnify, save and hold DOUGLAS COUNTY, NEVADA, its agents and employees harmless from any and all claims, causes of action or liabilities arising from the performance of this agreement by CONTRACTOR. The parties agree that CONTRACTOR is an independent contractor and is not a classified employee entitled to the protection and benefits afforded by the Classified Merit Personnel System of DOUGLAS COUNTY, NEVADA. Accordingly, CONTRACTOR understands and acknowledges that he is not a DOUGLAS COUNTY, NEVADA, employee and that there shall be no:

- a. Withholding of income taxes by DOUGLAS COUNTY, NEVADA;
- b. Participation in group insurance plans which may be available to classified employees of DOUGLAS COUNTY, NEVADA;
- c. Accumulation of vacation, sick or holiday leave; and
- d. Unemployment compensation provided by DOUGLAS COUNTY, NEVADA.

8. This contract constitutes the entire agreement between the parties and may only be modified by a written agreement signed by the parties and approved by the Douglas County Board of Commissioners.

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

Date: 10-9-89



KAREN LEE SARF
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES SEPTEMBER 28, 1993

Karen Lee Sarf
October 9th, 1989

Michael L. Otto

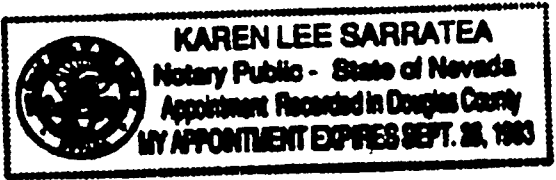
Michael L. Otto
Contractor

530-46-7262
Social Security Number

Dated: 10/9/89

Timothy C. Homann

Timothy C. Homann,
Director of Public Works
Douglas County, Nevada



KAREN LEE SARRATEA
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES SEPT. 28, 1993

Karen Lee Sarratea
October 9th, 1989

COOPER

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.

SEAL

DATE: October 10, 1989
BTud Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Bonnie M. Gibbs Deputy

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

'89 OCT 11 A8:05

SUZANNE BEAUDREAU
RECORDER

212727

\$ 0 PAID K12 DEPUTY

BOOK **1089** PAGE **1115**

1111 0801