

NF
PW
Karen Samalita

FILED

90-031

CONTRACT FOR SERVICES OF
INDEPENDENT CONTRACTOR

'90 JUN -4 P12:17

The parties to this agreement are DOUGLAS COUNTY, NEVADA, acting by and through the Department of Public Works and its Co-Director, JOHN RENZ, hereinafter referred to as Douglas County, Nevada, and MICHAEL L. OTTO, hereinafter referred to as CONTRACTOR. BY *[Signature]* DEPUTY

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 1st day of June, 1990.

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.

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

a) Monday through Friday 8:00 a.m. through 5:00 p.m. \$45.00 per inspection for footings, stemwalls, floor joists, roof nails, insulation, sheetrock and re-inspections. Maximum time including travel time spent in excess of one hour will be billed at \$40.00 per hour.

b) Monday through Friday \$75.00 per inspection for frames and finals. Maximum time including travel time to and from job site is one and one-half hours. Time spent in excess of one and one-half hours will be billed at \$40.00 per hour.

c) Saturdays, Sundays and Holidays. Inspections called for on Saturdays shall be charged double the above listed rates. No inspections will be performed on Sundays or Holidays.

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. 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.

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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.

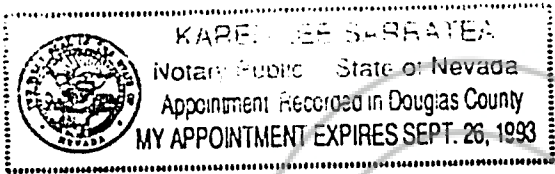
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Dated: 6-4-90

John Renz
JOHN RENZ
Co-Director of Public Works

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 4th day of June, in the year 1990, before me, Karen Lee Sarratea, a Notary Public, in and for said state, personally appeared JOHN RENZ, personally known to me to be the person(s) executed the same for purposes therein stated.



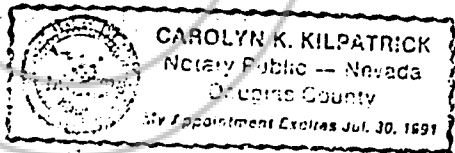
Karen Lee Sarratea
NOTARY PUBLIC

Dated: 6-1-90

Michael L. Otto
MICHAEL L. OTTO
Contractor

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 1 day of June, in the year 1990, before me, Carolyn K. Kilpatrick, a Notary Public, in and for said state, personally appeared Mike Otto, personally known to me to be the person(s) executed the same for purposes therein stated.



Carolyn K. Kilpatrick
NOTARY PUBLIC

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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: June 4, 1990

Beaudreau Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By: Bonnie M. Cribbs Deputy

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

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SUZANNE BEAUDREAU
RECORDER

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