

NF
Parks & Rec

FILED

NO. 2001.032

'01 FEB 26 A11 :26

CONTRACT FOR SERVICES OF
INDEPENDENT CONTRACTOR

The parties to this agreement are DOUGLAS COUNTY, NEVADA acting by and through the Parks & Recreation Department and Shannon Swanson hereinafter referred to as CONTRACTOR.

BY *[Signature]* DEPUTY

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/she is duly qualified and able to render the services as hereinafter described:

1. This contract shall be effective from the 22nd day of February 2001 and will remain in effect for a period of three years, unless revoked by either party as set forth in Paragraph 2.
2. This contract may be revoked without cause by either party, provided that a revocation shall not be effective fifteen (15) days after a party has served written notice of revocation upon the other party. An evaluation of work completed, based on the completed percentage of the total current task, will be done to determine the balance of wages due to the CONTRACTOR.
3. The parties agree that the services to be performed are as follows:
CONTRACTOR will perform the duties of a part-time Typesetter. These services include the seasonal preparation of the Douglas County Parks & Recreation Department activity guide. Service will be provided to the reasonable satisfaction of DOUGLAS COUNTY, NEVADA.
4. CONTRACTOR agrees to provide the services set forth in Paragraph 3 pursuant to the following schedule:
 - a. For assigned projects CONTRACTOR to be paid at a rate of \$500.00 per seasonal activity guide.
 - b. DOUGLAS COUNTY, NEVADA agrees to pay CONTRACTOR wages due upon acceptance of activity guide final proof and in accordance with the Douglas County Account Payable claims calendar.
5. The CONTRACTOR shall furnish at CONTRACTOR'S expense all labor necessary for the performance of CONTRACTOR'S duties.
6. This contract shall be construed and interpreted according to the laws of the State of Nevada.

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7. The CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this agreement without prior knowledge of DOUGLAS COUNTY, NEVADA.
8. 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 with CONTRACTOR. The parties agree that CONTRACTOR is an independent contractor and is not a classified employee entitled to the protection and benefits authorized by the Classified Merit Personnel System of DOUGLAS COUNTY, NEVADA. Accordingly CONTRACTOR understands and acknowledges that he/she is not a DOUGLAS COUNTY, NEVADA employee and that there shall be no:

- a. Withholding of income taxes by DOUGLAS COUNTY, NEVADA.
- b. Participation 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.

9. Industrial Insurance. If applicable, CONTRACTOR further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the COUNTY to make any payment under this contract, to 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, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

(Company Name) has entered into a contract with DOUGLAS COUNTY to perform work from (starting date) to (ending date) and requests that the insurer provide to DOUGLAS COUNTY 1) a certificate of coverage issued pursuant to NRS § 616.280 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 Manager
Post Office Box 218
Minden, Nevada 89423

CONTRACTOR agrees to maintain required workers compensation coverage throughout the entire term of the contract. If CONTRACTOR does not maintain coverage throughout the entire term of the contract, CONTRACTOR agrees that

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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. 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 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 COUNTY may order the CONTRACTOR to stop work, suspend the contract; or terminate the contract.

10. The term of this agreement is for a period of three (3) years, commencing the 22nd day of February 2001.
11. 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 intended to be legally bound thereby.

DATED 2/22/01

CONTRACTOR

DATED 2-22-01

DOUGLAS COUNTY

By: Scott Morgan, Parks & Recreation Director

CONTRACTOR:

ADDRESS:

CITY:

PHONE:

SOCIAL SECURITY#:

Shannon Swanson

5200 Summit Ridge Dr APT 3014

Reno, NV 89523

(H) 787-7287 (W) 326-9137

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Swansoncontract022201.doc

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 FEB 27 AM 11:16

LINDA SLATER
RECORDER

PAID K2 DEPUTY

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: February 26, 2001

B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

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