

NF
China Spring
Steve Thaler

FILED
NO 2002.001

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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A CONTRACT BETWEEN DOUGLAS COUNTY, AND CHINA SPRING YOUTH CAMP

AND

BARBARA REED
CLERK
DEPUTY

MARY WOLERY, MS
920 Sheridan Lane Gardnerville, NV

WHEREAS, China Spring Youth Camp, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of China Spring Youth Camp; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation

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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 qualified insurer:

MARY WOLERY has entered into a contract with Douglas County to perform work from January 1, 2002 to June 30, 2003 and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 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 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he/she is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: See attachment A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) to include 4 hours per week for a total of 70 weeks. Salary will be calculated at \$50.00 per hour, and will not exceed \$14,000.00 for the grant period Contractor agrees to submit billings to the County which will be paid within a reasonable time.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party.

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7. FISCAL FUNDING OUT. All payments under this contract are contingent upon the availability to the China Spring Youth Camp of the necessary funds. In the event that sufficient funds, as determined by the China Spring Youth Camp, are not available for any reason, the China Spring Youth Camp shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the China Spring Youth Camp to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested

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remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 4, 5 10 and 11), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

Mary [Signature]
Signature

12-11-01
(Date)

[Signature]
CHINA SPRING YOUTH CAMP

12-11-01
(Date)

Approved as to form by:

Robert J. Manis
Deputy District Attorney

Attachment A

In consideration of the mutual promise, covenants, and agreements hereinafter set forth and pursuant to the laws of the State of Nevada and the grant requirements set forth by the Department of Human Resources, Health Division, Bureau of Alcohol and Drug Abuse (BADA), independent contractor agrees as follows:

1. Provide for Substance Abuse program development, including identifying program structure and content, identifying program materials to be used;
2. Help with hiring of the Substance Abuse counselors, including participating in the development of job descriptions;
3. Provide clinical supervision to the substance abuse counselors interns consistent with the requirements of the Board of Examiners for the Bureau of Alcohol and Drug Abuse Counselors;
4. Assist in writing grants to BADA to continue and enhance funding for the substance abuse treatment program;

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AFFIDAVIT

I, Mary Wolery, on behalf of my company, Mary Wolery, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, do hereby affirm under penalty of perjury that the assertions of this affidavit are true.

1. I am a Sole Proprietor.
2. I will not use the services of any employees in the performance of this contract.
3. I have elected to not be include in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
5. I release Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

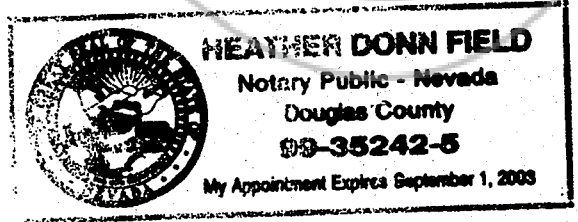
Signed this 11th day of DECEMBER, '01.

Signature Mary Wolery

STATE OF NEVADA)
)ss
DOUGLAS COUNTY)

On 12/11/01, MARY WOLERY personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that the executed the foregoing affidavit.

[Signature]
NOTARY PUBLIC



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COPY

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

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LINDA SLATER
RECORDER

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\$ PAID *KJ* 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: January 4 2002
B. Reed Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *W. M. Block* Deputy

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