

NF District Court 1 Cathy Colquhoun

Ninth Judicial District Court

FILED
2002-079

Douglas County, State of Nevada
Post Office Box 218 • Minden, Nevada 89423 • 8:24
(775) 782-9820 • Fax: (775) 782-9954

DAVID R. GAMBLE

District Judge
Department I

BARBARA J. REED

Clerk - Treasurer



BARBARA REED
CLERK
DEPUTY

STEVEN D. McMORRIS

Special Master
Arbitration
Commissioner

MICHAEL P. GIBBONS

District Judge
Department II

Steven D. McMorris
Special Master/Arbitration Commissioner
Ninth Judicial District Court
Post Office Box 218
Minden, Nevada 89423

Re: Exercise of Renewal Option For Special Master/Arbitration Commissioner Services - 2003

Dear Special Master McMorris:

This is to advise you that the Court wishes to renew the attached "Agreement For Special Master/Arbitration Commissioner Services" for one year through December 31, 2003, as provided in Paragraph "3" of said agreement.

If you accept the offer to renew as set forth in Paragraph "3" of the agreement, it is understood that Paragraph "2" of said agreement will be modified to provide compensation in the sum of \$4395.00, for each quarter commencing July 1, 2002, payable at the beginning of each quarter.

In all other respects, the terms of the agreement will remain in full force and effect.

DATED this 6th day of March, 2002.

By: [Signature]
DAVID R. GAMBLE
District Judge

By: [Signature]
MICHAEL P. GIBBONS
District Judge

Accepted this 6th day of March, 2002,

By: [Signature]
STEVEN D. McMORRIS
Special Master/Arbitration Commissioner

ATTEST: BARBARA J. REED
Douglas County Clerk/Treasurer

By: [Signature]
BARBARA J. REED

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Ninth Judicial District Court

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Douglas County, State of Nevada
Post Office Box 218 • Minden, Nevada 89423
(775) 782-9820 • Fax: (775) 782-9954

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DAVID R. GAMBLE
District Judge
Department I

MICHAEL P. GIBBONS
District Judge
Department II



BARBARA J. REED
Clerk - Treasurer
DEPUTY
STEVEN D. McMORRIS
Special Master
Arbitration
Commissioner

Steven D. McMorris
Attorney At Law
Post Office Box 470
Genoa, Nevada 89411

Re: Agreement For Special Master/Arbitration Commissioner Services

Dear Attorney McMorris:

The purpose of this letter is to set forth the agreement for Special Master/Arbitration Commissioner Services to be performed by you (Attorney) for the Ninth Judicial District Court (Court) as provided in the Nevada Rules of Civil Procedure, Nevada Supreme Court Rules and Rules of Practice of the Ninth Judicial District Court.

- 1. Services.** Upon the appointment of Attorney as Special Master/Arbitration Commissioner by the Court, Attorney will perform such services and duties as directed by Court including, but not limited to, the supervision and administration of the Court's mandatory arbitration program. In order for Attorney to perform said services and duties, Court will provide Attorney with access to word processing equipment and software, telephone, fax and necessary office supplies.
- 2. Compensation.** Court agrees to pay Attorney and Attorney agrees to accept as full compensation for performance of Special Master/Arbitration Commissioner services and duties under this agreement the sum of Five Thousand Dollars (\$5000.00) for each of the first two quarters of the year 2001; and Four thousand One Hundred Fifty Dollars (\$4150.00) for each quarter thereafter, payable at the beginning of each quarter.
- 3. Term.** This agreement becomes effective upon its execution by the undersigned parties and continues in effect through December 31, 2002. Court is given the option of renewing this agreement for one (1) year through December 31, 2003, provided Court exercises the option by giving Attorney written notice by November 15, 2002. Attorney must accept the offer to renew the agreement within ten (10) days of its receipt by Attorney.
- 4. Termination.** Either Court or Attorney may terminate this agreement without cause by giving the other party forty-five (45) days advance written notice of their intent to terminate this agreement.

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5. Independent Contractor. Attorney is an independent contractor and Attorney is not an employee of Court or Douglas County and there will be no withholding of income tax, provision of industrial insurance coverage, participation by Attorney in any group insurance plans except those provided to him by separate agreement with Douglas County, and no contributions to the Public Employees' Retirement System.

6. Amendment. This agreement may be amended in writing by the parties only after giving ninety(90) days advance written notice to the other party.

7. Entire Agreement. This agreement constitutes the entire agreement between the parties and shall be interpreted according to Nevada law.

DATED this 2 day of January, 2001.

NINTH JUDICIAL DISTRICT COURT:

By:

David R. Gamble
DAVID R. GAMBLE

District Judge

By:

Michael P. Gibbons
MICHAEL P. GIBBONS

District Judge

ATTORNEY STEVEN D. McMORRIS:

By:

Steven D. McMorris
STEVEN D. McMORRIS, Esquire

ATTEST: BARBARA J. REED
Douglas County Clerk/Treasurer

By:

Barbara J. Reed
BARBARA J. REED

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

2001 JAN 17 AM 11:39

LINDA SLATER
RECORDER

PAID Kg 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 17 2001
B. Reed, Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By:

William J. ... Deputy

SEAL

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BK 0101 PG 2902A38

COPY

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

2002 MAR -7 AM 11: 14

LINDA SLATER
RECORDER

PAID K2 DEPUTY

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BK 0302 PG 02378

0048820

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: March 7, 2002
B. KERR Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Culloch Deputy

SEAL