

OFFICIAL RECORD

Requested By:
D C/JUVENILE PROBATION

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 0.00
BK-1205 PG- 8810 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: DECEMBER 19, 2005

Recording Requested By:

Name: SCOTT SHICK/JUVENILE PROBATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2005.247
(Title of Document)

FILED

2005.247

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2005 DEC 19 PM 4:17

A contract between Douglas County and Juvenile Probation Department

and

Mary Wolery

DAVID REED
[Signature]

WHEREAS, Douglas County, 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 Douglas County; and

WHEREAS, Contractor represents that he/she 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 to the following:

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 necessary 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. Participation in group insurance plans which may be available to employees of the County
3. Participation or contributions by either the independent contractor or the county to the public employees retirement system
4. Accumulation of vacation leave or sick leave
5. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractor 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 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



July 1, 2005 to June 30, 2006 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, NV 89423

Contractor agrees to maintain required workers compensation coverage though out the entire term of the contract. If contractor does not maintain coverage though out 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. 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 qualified 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 the County may order the contractor to stop work, suspend the contract, or terminate the contract.

4. Services to be performed: The parties agree that the services to be performed are as follows:

Contractor agrees to provide Douglas County Juvenile Probation counseling for juveniles and their families at the Douglas County Juvenile Probation Department offices. The time of the counseling sessions will be with the approval of the Chief Juvenile Probation Officer.

5. Payment for services: Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed a total cost of **\$40.00 per hour or no more than 21 hours for the year.** 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, provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party.

7. Fiscal Funding Out: All payments under this contract are contingent upon the availability to the Douglas County Juvenile Probation Department of the necessary funds. In the event that sufficient funds, as determined by the Douglas County Juvenile Probation Department, are not available for any reason, the Douglas county Juvenile Probation Department 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 Douglas County Juvenile Probation Department to make any payments under the contract. Nothing in this contract shall be construed to provide contractor will 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 is 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 nationalization 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 their contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contract 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 obligation 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, terminated or cancellation of this contract. Alternatively, if the Count 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 obligation 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 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 obligation 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 paragraph 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 Chapter 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, judgements, 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 State 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 or Contractor's agents or employees.

9. 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.

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

Mary Wolery
Mary Wolery

11/29/05
Date

DOUGLAS COUNTY

Scott Shick
Scott Shick
Juvenile Probation Officer

11/30/05
Date

Approved as to form by:

Robert J. Mann
Deputy District Attorney

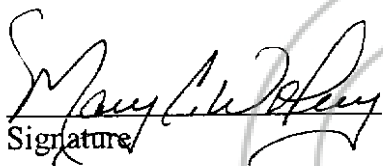
AFFIDAVIT

I, Mary Wolery, being duly sworn, dispose, and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of her contract;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapter 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions and provision of NRS chapters 616A-616D.

I release Douglas County and 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.

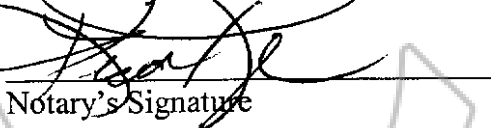
Signed this 29th day of NOVEMBER, 2005.

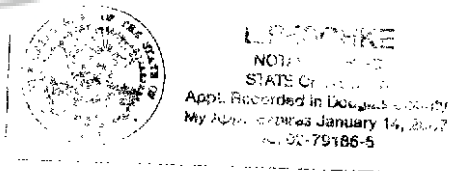

Signature

State of Nevada
County of Douglas

On this 29 day of Nov, 2005 before the undersigned Notary Public, personally appeared having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Paula Albert executed it.

Witness my hand and official seal.


Notary's Signature



SEAL

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: December 19, 2005
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. Plunkett Deputy

