

DOC # 0766264
06/30/2010 10:00 AM Deputy: GB

OFFICIAL RECORD

Requested By:
DC/EFFPD

Assessor's Parcel Number: N/A

Date: JUNE 30, 2010

Recording Requested By: _____

Name: LISA OWEN, EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 0.00
BK-0610 PG-6092 RPTT: 0.00



CONTRACT #2010.154

(Title of Document)

NO. 2010.154
2010 JUN 30 AM 9:51

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
EAST FORK FIRE AND PARAMEDIC DISTRICTS
AND
ELAINE A. B. PACE
1328 TAMZY COURT
GARDNERVILLE, NV 89410
FOR
WEBSITE MAINTENANCE**

WED IMRAN
CLERK
[Signature]

WHEREAS, East Fork Fire and Paramedic Districts (hereinafter East Fork), is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, East Fork desires to contract for website maintenance; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of East Fork; and

WHEREAS, Contractor represents that she 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. July 1, 2010 through June 30, 2011

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nevada Revised Statutes Section 284.173, as necessarily adapted, to the parties, including that Contractor is not an employee Of East Fork and that there shall be no:

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

3. INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of East Fork to make any payment under this contract, to provide East Fork with a work certificate and/or a

certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. §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:

Elaine Pace has entered into a contract with East Fork to perform work from July 1, 2010 to June 30, 2011 and requests that the insurer provide to East Fork 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 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:

East Fork Fire Chief
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 East Fork may, at any time the coverage is not maintained by Contractor, immediately 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 East Fork may order the Contractor to immediately stop work and may immediately suspend or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that 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. WORK TO BE PERFORMED. The parties agree that the services to be performed are as follows:

Contractor will update and maintain the East Fork Fire and Paramedic District website: <http://www.eastforkfire.org> on a minimum monthly schedule. East Fork Fire and Paramedic District will provide all photographic expenses. The District will retain all copyright and editorial authority. The District shall have the right to allow certain individual site access for posting materials. Contractor is not responsible of site outages attributable to the web hosting company.

5. PAYMENT FOR SERVICES.

Contractor agrees to provide the personal services set forth in Section 4 at a cost of \$12.00 per hour with the total cost not to exceed \$5,000 per contract year. In addition, the East Fork agrees to reimburse Contractor for travel expenses and per diem allowances

at approved East Fork rates not to exceed a total cost of \$150.00. Contractor shall submit requests for payment for services performed under this contract. Requests for payment include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by East Fork.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

8. 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.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

10. 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 East Fork, including, but not limited to, the contracting agency, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of East Fork and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to East Fork upon completion, termination or cancellation of this contract. If at any time during the retention period, East Fork, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to East Fork. 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 East Fork.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with East Fork by Contractor, 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 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, 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 East Fork 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.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold East Fork, 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.

14. 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 Fire Commissioners.

15. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that East Fork does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

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

Elaine A. Pace 5/21/10
Elaine Pace (date)

Tod Carlini 6/26/10
Tod Carlini, District Chief (date)

Michael A. Olson June 3, 2010
Michael A. Olson, Chair (date)
East Fork Board of Fire Commissioners

Attest:
Ted Thran June 3, 2010
Ted Thran, Douglas County Clerk (date)

BY Juanita Seduck
CLERK TO THE BOARD

AFFIDAVIT

I, Elaine Pace, being duly sworn, depose and declare:

- 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 included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS Chapters 616A-616D.

I release East Fork Fire and Paramedic Districts 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 8 day of June, 2010.

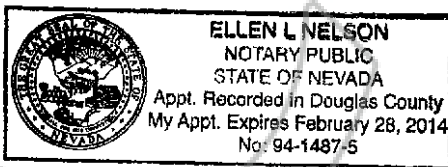
Elaine AB Pace
Signature

State of Nevada
County of Douglas

On this 8th day June, 2010 before the undersigned Notary Public, personally appeared Elaine AB Pace having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that She executed it.

Witness my hand and official seal.

Ellen L. Nelson
Notary's Signature



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 30, 2010

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

By Carol M. Pulley Deputy