

OFFICIAL RECORD

Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: SEPTEMBER 22, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 0.00
BK-0910 PG- 4720 RPIT: 0.00



Name: JUSTINA CAVIGLIA, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.230

(Title of Document)

FILED

vs. 2010.230

2010 SEP 22 PM 2:22

TED THUAN
CLERK

[Signature]
DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

**STEVEN D. MCMORRIS
SENIOR JUSTICE OF THE PEACE
PO Box 470
GENOA NEVADA 89411**

FOR

TEMPORARY ASSIGNMENT WITH EAST FORK TOWNSHIP JUSTICE COURT

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, the Justice of the Peace for East Fork Township Justice Court has submitted his resignation effective at 5 p.m. on August 6, 2010; and

Whereas, Douglas County desires to continue to temporarily employ Senior Justice of the Peace Steven D. McMorris pursuant to S.C.R. 12(6), NRS 4.032 and NRS 4.340 for East Fork Justice Court for a temporary basis; 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 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 be effective for the period of October 10, 2010 through November 9, 2010. However, this contract shall not become effective until executed by both parties. This contract may be renewed for one additional thirty (30) day period if both parties agree.

2. WORK TO BE PERFORMED. The parties agree that the services to be performed are as follows:

The Contractor will be the temporarily assigned as the justice of the peace for East Fork Township Justice Court.

3. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph (2) at a cost not to exceed \$9,881.73 per thirty (30) day period.

4. 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 NRS 333.700 (formerly 284.173), 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 employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

5. 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 an affidavit indicating that he is a sole proprietor and that:

- (A) 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
- (B) Is otherwise in compliance with those terms, conditions and provisions.

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until five (5) 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 Douglas County.

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. 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.

11. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County 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 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.

12. INDEMNIFICATION. The County agrees to defend Contractor against any claims arising from the judicial duties as East Fork Township Justice of the Peace.

13. 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 for senior judge services to be signed and intend to be legally bound thereby.

Steven D. McMorris September 3, 2010.
Steven D. McMorris, Senior Justice of the Peace (date)

Michael A. Olson September 16, 2010
Michael Olson, Chairman (date)
Douglas County Board of Commissioners

Attest:
Ted Thran September 16, 2010
Ted Thran, Douglas County Clerk (date)

BY: Loraine Lueders
CLERK TO THE BOARD

AFFIDAVIT

I, _____, on behalf of my company, _____, 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 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 ___ day of _____, _____.

Signature

State of Nevada
County of Douglas

On this ___ day _____, _____ 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 _____ executed it.

Witness my hand and official seal.

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: Sept 23 2010
 _____ Clerk of the _____ Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By _____ Deputy