

DOC # 0783403
05/18/2011 10:33 AM Deputy: SD

OFFICIAL RECORD

Requested By:

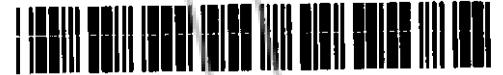
DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: MAY 18, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 0.00
BK-0511 PG- 3199 RPTT: 0.00



Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.102

(Title of Document)



DIRECTOR: Scott Morgan

FILED

0783403 Page: 2 Of 6 05/18/2011
BK- 0511
PG- 3200

2011.102

2011 MAY 18 AM 9: 54

TED THIRAN
CLERK

▲ Parks
1325 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835
FAX: (775) 782-5799

▲ Recreation
1327 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9828
FAX: (775) 782-9844

▲ Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271
FAX: (775) 586-7273

MAIL: P.O. Box 218, Minden, NV 89423

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

The parties to this agreement are DOUGLAS COUNTY, NEVADA acting by and through the Parks & Recreation Department and Jana Fuller hereinafter referred to as CONTRACTOR.

WHEREAS, it is deemed that the services of CONTRACTOR herein specified are both necessary and desirable and in the best interest of DOUGLAS COUNTY, NEVADA and:

1. **Service.** The parties agree that the services to be performed are as follows: CONTRACTOR will perform the duties of a part-time Farmer's Market Coordinator. These services include the seasonal preparation and coordination of the Douglas County Parks & Recreation Department Farmer's Markets held at Lampe Park. Duties include registration of Farmer's Market vendors, coordinating market set up and take down, and assuring compliance with permits from the state health department regarding these events. Service will be provided to the reasonable satisfaction of DOUGLAS COUNTY, NEVADA.
2. **Payment.** CONTRACTOR agrees to provide the services set forth in Paragraph 1 pursuant to the following schedule:
 - a. CONTRACTOR to be paid at a rate of 70% of all Farmer's Market booth registration revenues.
 - b. DOUGLAS COUNTY, NEVADA agrees to pay CONTRACTOR wages due in accordance with the Douglas County Account Payable claims calendar.
3. **The CONTRACTOR shall:** Furnish at CONTRACTOR'S expense all labor necessary for the performance of CONTRACTOR'S duties.
4. **Effective Date of Contract.** This contract shall be effective from the 15th day of May 2011 and will remain in effect for a period of one year, unless revoked by either party as set forth in Paragraph 7.

5. **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.

6. **Industrial Insurance.** A. Unless the Contractor complies with ¶ B below, 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 issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, 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.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he 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.

- 7. **Termination of Contract.** This contract may be revoked without cause by either party, provided that a revocation shall not be effective thirty (30) days after a party has served written notice of revocation upon the other party. An evaluation of work completed, based on the number of Farmer's Markets held, will be done to determine the balance of wages due to the CONTRACTOR.
- 8. **Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State of Nevada.
- 9. **Assignment.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
- 10. **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.
- 11. **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.


 Contractor _____ 5/16/2011
 (Date)


 Parks & Recreation Department _____ 5/16/11
 (Date)

CONTRACTOR: Jana Fuller
ADDRESS: P.O. Box 775
CITY: Genoa, Nv 89411
PHONE: (H) 690-5908

AFFIDAVIT

I, JANA K. FULLER on behalf of my company, SIERRA FARMERS MARKETS 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 16 day of May, 2011

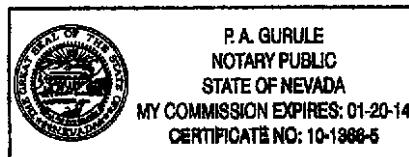
J.K. Fuller
Signature

State of Nevada
County of Douglas

On this 16 day of May, 2011 before the undersigned Notary Public, personally appeared Jana K. Fuller having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Jana K. Fuller executed it.

Witness my hand and official seal.

P.A. Gurule
Notary's Signature



COPY

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: May 18, 2011
Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy