

Doc Number: **0841306**

04/18/2014 02:50 PM

OFFICIAL RECORDS

Requested By:

DC/COUNTY MANAGER

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 12 Fee: \$ 0.00

Bk: 0414 Pg: 3913



Deputy: sd

Assessor's Parcel Number: N/A

Date: APRIL 18, 2014

Recording Requested By:

Name: DEBBIE BEAM/COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2014.087

(Title of Document)

FILED

NO. 2014.087

2014 APR 18 AM 10:50

TED THUAN
CLERK

BY [Signature] DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
LAWRENCE A. WERNER, LLC
1174 Casa Blanca Ct., Minden, NV 89423
TO PROVIDE
INTERIM COUNTY MANAGER SERVICES**

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

Whereas, Douglas County desires to employ an independent contractor to assist Douglas County in providing interim county administration functions for Douglas County; and

Whereas, LAWRENCE A. WERNER, LLC, is an independent contractor (hereinafter "Contractor") who has substantial experience in local government administration and management; and

Whereas, it is deemed that the services of Contractor are both necessary and desirable and in the best interest of Douglas County; and

Whereas, Contractor represents that he is 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. **Employment of Contractor.** The Douglas County Board of County Commissioners ("Board of County Commissioners") hereby agrees to employ Contractor as the Interim Douglas County Manager to report to the Board of County Commissions and to perform the duties of the County Manager as specified herein and all other duties as the Board of Commissions shall, from time to time, assign to Contractor.
2. **Work to Be Performed.** The County Manager is the Chief Administrative Officer of Douglas County. The County Manager is responsible for the efficient administration of all affairs of the County that are under the County Manager's control. In addition to the Contractor's general powers as administrative head and not as a limitation thereon, Contractor shall have the power and duty to perform the following:

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a. Enforcement

To see that the laws of the State of Nevada and all laws, ordinances, and policies of Douglas County are duly enforced and that all franchises, permits, leases, agreements, contracts, and privileges granted or entered into by the County are faithfully observed.

b. Departments and Employees

To control, order, give direction to, appoint, promote, discipline, and demote or remove all directors of departments and/or subordinate officers and employees of the County. To organize, reorganize, consolidate or combine offices, positions, departments or other units under the County Manager's jurisdiction as permitted by the Douglas County Code and Nevada Revised Statutes.

c. Control and Supervision

To exercise control over and to supervise, in general, all departments and divisions of Douglas County government and all appointed officers and employees within those departments and divisions under Douglas County's jurisdiction.

d. Agenda Preparation

To prepare agendas for all Board of County Commissioners meetings, in consultation with the Chairman of the Board of County Commissioners and others as appropriate.

e. Attend Meetings

To attend all meetings of the Board of County Commissioners meetings unless excused by the Chairman or the Vice-Chairman.

f. Recommendations

To recommend to the Board of County Commissioners for adoption of such actions, resolutions, and ordinances as deemed necessary.

g. Inform and Advise

To keep the Board of County Commissioners at all times fully advised as to the operational, financial, and general condition and needs of the County.

h. Investigation of Affairs

To make investigations into the affairs of the County and any department or division thereof, and any contract, or the proper performance of any obligation running to the County.

i. Investigation of Complaints

To investigate all complaints in relation to matters concerning the administration of the government of Douglas County and in regards to the service maintained by public utilities of Douglas County.

j. Supervision of Public Property

To exercise general supervision over all public buildings, public parks, streets, and other public property (personal and real) which are under the control of the Board of County Commissioners.

k. Full Time Duties

To be in the exclusive employment of the County and to devote Contactor's entire time and resources to the duties set forth in this Contract and to the interests of the County while this contract is in effect.

l. Reports and Recommendations

To make reports and recommendations as may be desirable or requested by the Board of County Commissioners.

m. Other Powers and Duties

To perform such other duties and exercise such other powers as may be delegated from time to time by the Board of County Commissioners.

3. Term of Contract. Commencing April 17, 2014, and continuing for:

- a. six months, or
- b. until a permanent county manager has been hired by Douglas County ,

whichever occurs earlier, subject to the terms contained in Section 7, Termination of Contract, of this Contract.

This Contract may be extended for additional one-month periods, provided that both parties agree in writing not less than 30 days prior to the expiration of this Contract.

4. Payment for Services. Contractor agrees to perform the work set forth in paragraph two at a fixed cost not to exceed Twelve Thousand Dollars (\$12,000) per month. This fee includes all salary, insurance, travel, housing, and per diem costs. The County shall make a payment to the Contractor within ten (10) business days provided the County receives the Contractor's invoice by the 10th day of each month. If this contract is renewed for any successive one-month periods pursuant to paragraph three, the same payment provisions shall apply as set forth above. The parties mutually agree that the compensation paid to Contractor cannot

exceed Seventy-Five Thousand Dollars (\$75,000) without the prior written approval of the Douglas County Board of Commissioners.

5. Industrial Insurance.

- a. 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, in accordance with NRS 616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

LAWRENCE A. WERNER, LLC has entered into a contract with Douglas County to perform as interim county manager for a maximum of six months commencing April 17, 2014, and is compliance with the provisions of NRS 616A to NRS 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage that *LAWRENCE A. WERNER, LLC* is required to maintain shall be reported to the County by the qualified insurer. The certificate and notice shall be mailed to:

Douglas County Human Resources Director
 Post Office Box 218
 Minden, NV 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this contract. If the Contractor does not maintain coverage throughout the entire term of this contract, he must immediately notify the County. The Contractor must immediately stop work until coverage is provided or the Board of County Commissioners terminates this contract. There will be no compensation provided during the time the coverage is not provided or the coverage has lapsed.

- b. Contractor may, in lieu of furnishing a certificate of coverage, 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 NRS 616A to NRS 616D, inclusive, and

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

6. Independent Contractor Status and Provisions of Workers

Compensation Coverage. The parties agree the 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 612.085, as necessarily adapted to the parties, including that the Contractor is not a County employee, will provide professional services in which the Contractor is customarily engaged, and there shall be no:

- a. Withholding of income taxes by the County.
- b. Industrial insurance coverage provided by the County.
- c. Participation in group insurance plans which may be available to employees of the County.
- d. Participation or contributions by either the Contractor or the County to the Nevada Public Employees Retirement System.
- e. Accumulation of vacation leave or sick leave provided by the County.
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

7. Termination of Contract. Either party may terminate this contract without cause, provided that the termination of the contract shall not be effective until 30 days after the party has served written notice on the other party. All monies due and owing up to the point of termination shall be paid by Douglas County to Contractor within 60 days unless otherwise agreed upon by the parties.

8. 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 to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

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.

10. Assignment. Contractor shall not assign, transfer, nor delegate any rights, obligations or duties under this contract.

11. 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 District Attorney, and, if

applicable, the Comptroller General of the United States, or any authorized representative of those agencies.

12. 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 the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination, or cancellation of this contract. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

13. Public Records Law. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor (including those remitted to 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 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental agency.

14. Indemnification by Contractor. To the fullest extent permitted by law, Contractor promises and agrees to indemnify, hold harmless and defend Douglas County, its officers, elected officials, employees, and agents from and against all liability, claims, actions, damages, losses, and expenses including, without limitation, any attorneys' fees and costs, arising out of or related to the services provided by Contractor. Notwithstanding the obligation of the Contractor to defend Douglas County, County may voluntarily elect to participate in the defense of any claim brought against County related to this contract. Such participation shall be at County's own expense and County shall be responsible for the payment of County's attorney's fees incurred while participating in its own defense.

15. Indemnification by Douglas County. To the fullest extent permitted by law, Douglas County promises and agrees to indemnify, hold harmless and defend Contractor, its managing members, employees, and agents from and against all liability, claims, actions, damages, losses, and expenses including, without limitation, any attorneys' fees and costs, arising out of or related to the obligations of Douglas County to Contractor under the terms of this Contract. Notwithstanding the obligation of Douglas County to defend Contractor, Contractor may voluntarily elect to participate in the defense of any claim brought against Contractor related to this contract. Such participation shall be at

Contractor's own expense and Contractor shall be responsible for the payment of County's attorney's fees incurred while participating in its own defense.

16. 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 Professional Services to be signed and intend to be legally bound thereby.

Lawrence A. Werner, LLC

By: [Signature] 4/17/14
Lawrence A. Werner, Managing Member (Date)

Douglas County

By: [Signature] April 17, 2014
Doug N. Johnson, Chairman (Date)
Douglas County Board of Commissioners

ATTEST: [Signature]
Ted Thran, Douglas County Clerk

By: [Signature]
CLERK TO THE BOARD

**STATE OF NEVADA, DIVISION OF INDUSTRIAL RELATIONS
AFFIRMATION OF COMPLIANCE
WITH MANDATORY INDUSTRIAL INSURANCE REQUIREMENTS**
(Instructions with Definitions are located on reverse side)

LAWRENCE A. WERNER LLC MANAGEMENT & CONSULTING 775-267-9439

Business Name (Include any name doing business as) 1174 CASA BLANCA CT Type of Business MANAGEMENT Business Telephone Number NV 89423
Business Address _____ City _____ State _____ Zip Code _____

Federal Identification No. _____ Social Security No. _____ Contractor's Board License No. 775-267-9439

Name of Principal Owner (Please Print) LAWRENCE WERNER, MANAGING MEMBER Principal Owner's Telephone No. _____
Principal Owner's Address 1174 CASA BLANCA CT City MINDEN State NV Zip Code 89423

Identified as: (Complete one section only)

That the above identified business has obtained industrial workers' compensation insurance as required by Chapter 616A to D, inclusive, of the Nevada Revised Statutes (NRS):

Effective Date of Coverage _____ Account Number _____

That the above identified business is not subject to the provisions of Chapter 616A to D, inclusive, of the Nevada Revised Statutes, due to a statutory exemption or as a business which has no employees nor hires any independent contractor or subcontractor.

That the above identified business has a valid certificate of self-insurance pursuant to Chapter 616A to D, inclusive, of Nevada Revised Statutes.

Effective Date _____ Certificate Number _____

I declare that I have the authority to act on behalf of the above described business, and am applying for a license to operate said business as a(n): Individual Sole Proprietor Partnership Corporation

Name of Applicant (Please Print) LAWRENCE A. WERNER LLC Applicant's Telephone No. 775-267-9439

Applicant's Residence Address 1174 CASA BLANCA CT City MINDEN State NV Zip Code 89423

I do hereby affirm that the above information is true and correct.

DATED this 9 day of April, 2014

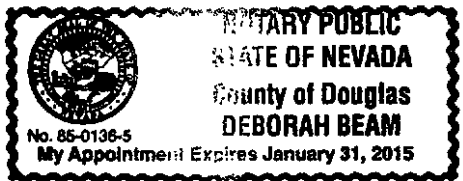
Signature of Applicant (To be signed in the presence of the business license office employee) _____ Applicant's Title MANAGING MEMBER

Witness Signature - (Business License Office Employee) _____ Name of City or County _____

If unable to sign this document in the presence of a Business License Employee, the Applicant's signature must be notarized.

SUBSCRIBED and SWORN to before me on this 9 day of April, 2014

Deborah Beam
NOTARY PUBLIC



D-25(1) (rev. 3/01)

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SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that LAWRENCE A. WERNER LLC did on March 5, 2014, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 5, 2014.

Handwritten signature of Ross Miller.

ROSS MILLER
Secretary of State



Certified By: Electronic Filing
Certificate Number: C20140305-3681
You may verify this certificate
online at <http://www.nvsos.gov/>

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

LAWRENCE A. WERNER LLC
Nevada Business Identification # NV20141159590

Expiration Date: March 31, 2015

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 18, 2014



ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

**You may verify this Nevada State Business License
online at www.nvsos.gov under the Nevada Business Search.**

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

18th day of April 2014
By *[Signature]* Deputy