

Assessor's Parcel Number:  N/A

Date:  APRIL 14, 2016

Recording Requested By:

Name:  HELGA, EAST FORK JUSTICE COURT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

CONTRACT #2016.079   
(Title of Document)

FILED  
NO. 2016.07A  
2016 APR 13 PM 3:30  
DOUGLAS COUNTY  
CLERK  
BY [Signature] DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**DOUGLAS COUNTY, NEVADA**

**AND**

**MATTHEW ENCE, ESQ.**

This Contract for Professional Services (the "Contract") is entered into by and between Douglas County, Nevada, a political subdivision of the State of Nevada (the "County"), and Matthew Ence, Esq. The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County desires to employ an experienced attorney, Matthew Ence ("Attorney"), to represent participants in the East Fork Justice Court Misdemeanor Sobriety Court program; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also 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 & TERM OF CONTRACT.**

Upon execution by both parties, the Contract will be effective April 1, 2016 and terminate on June 30, 2016, unless the Contract is earlier terminated in accordance with Paragraph 7 of this Contract, or extended by the parties in writing on mutually agreeable terms.

**2. WORK TO BE PERFORMED.**

The parties agree that the services to be performed by Attorney are as follows: provide counsel to East Fork Misdemeanor Sobriety Court participants, act as the defense attorney member of the Misdemeanor Sobriety Court team, appear at all Misdemeanor Sobriety Court sessions, conduct interviews and prepare necessary forms for new Misdemeanor Sobriety Court participants. Attorney's duties may also involve communication with Douglas County contract defense attorneys and other Misdemeanor Sobriety Court team members.

**3. STANDARD OF WORK.**

In providing the services as set forth in Section 2, Attorney must provide those services in a professional, competent and effective manner.

#### **4. PAYMENT FOR SERVICES.**

Attorney agrees to perform the services set forth in Section 2 at a rate of \$600.00 per month. Payment shall be issued by the County to Attorney monthly, payable on the last day of each month. Any fee charged by Attorney in excess of \$600.00 per month must be approved in advance and in writing by Douglas County.

#### **5. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.**

The parties agree that Attorney 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 Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Attorney 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 Attorney 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.

#### **6. PROFESSIONAL LICENSING & INSURANCE.**

Attorney agrees to maintain his professional license to practice law in active status and good standing for the State of Nevada, and agrees to maintain all required professional liability insurance during the term of this Contract. Failure to maintain this license and insurance will result in immediate termination of this contract. Attorney shall notify Justice of the Peace Thomas Perkins if he is brought before the Nevada State Bar on an ethics charge or if he is arrested for any crime.

#### **7. TERMINATION OF CONTRACT.**

Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 calendar 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. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney of the total contract term. The Attorney must reimburse the County for any funds received to which he is not entitled due to the termination.

**8. NON ASSIGNMENT.**

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the East Fork Justice of the Peace.

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

**10. COMPLIANCE WITH APPLICABLE LAWS.**

Attorney 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 court rules and regulations.

**11. INDEMNIFICATION.**

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

**12. MODIFICATION OF CONTRACT.**

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

[CONTINUED ON NEXT PAGE]

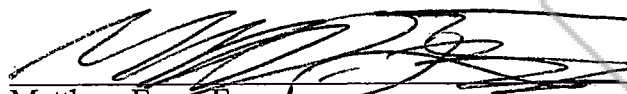
13. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Hon. Thomas Perkins  
East Fork Justice Court  
PO Box 218  
Minden, NV 89423  
(775) 782-9955  
[tperkins@douglas.nv.gov](mailto:tperkins@douglas.nv.gov)

Matthew Ence, Esq.  
1662 US-395 #104  
Minden, NV 89423  
(775)783-8501  
[matt@encelaw.com](mailto:matt@encelaw.com)

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

  
\_\_\_\_\_  
Matthew Ence, Esq. 4/6/16  
(date)

  
\_\_\_\_\_  
Thomas Perkins, East Fork Justice Court 4/6/16  
(date)

END OF DOCUMENT

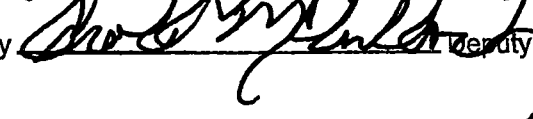
Douglas County

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

14<sup>th</sup> day of April, 2016

By  Deputy