

Assessor's Parcel Number: N/A

Date: OCTOBER 21, 2016

Recording Requested By:

Name: KATHY LEWIS, CLERK-TREASURER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2016.249
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

BETH SWANBERG

FILED
NOV 20 2016
2016 OCT 21 PM 4:18
DOUGLAS COUNTY
CLERK
DEPUTY

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Beth Swanberg, a Sole Proprietor ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the services of independent contractors;

WHEREAS, County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that s/he is duly qualified, equipped, competent, ready, willing, and able to perform the services required by County as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties and will remain in effect through November 30, 2016, unless earlier terminated by either party in accordance with this Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor, its officers, employees, and agents are not employees of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with an affidavit indicating that s/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.

4. SERVICES TO BE PERFORMED. The Contractor will assist the County Clerk-Treasurer with the election process for the 2016 General Election, including but not limited to the early voting process.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a rate of twelve dollars (\$12.00) per hour, up to a maximum of 100 hours. Contractor's total cost for services under this Contract will not exceed one thousand two hundred dollars (\$1,200.00) without further agreement between the Parties. Both Contractor and County will keep track of Contractor's hours worked and will each sign off on the total hours worked prior to payment by the County. Payment to Contractor will be due within thirty (30) days of the last day Contractor provides services under this Contract. A 1099 Miscellaneous Income Form will be issued to Contractor at year end.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract at any time for any reason. All monies due and owing up to the point of termination shall be paid by Douglas County.

7. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from

or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

10. ASSIGNMENT. Contractor will neither assign, transfer, nor delegate any rights, obligations, or duties under the Contract without the prior written consent of the County.

11. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

12. INDEMNIFICATION OF CONTRACTOR. To the fullest extent permitted by law, County shall indemnify, hold harmless and defend Contractor from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of County, its officers, employees and agents. County will defend, hold harmless and/or indemnify Contractor against such claims. Notwithstanding the obligation of County to defend Contractor as set forth in this paragraph, Contractor may elect to participate in the defense of any claim brought against Contractor because of the conduct of County, its officers, employees and agents. Such participation shall be at Contractor's own expense and Contractor shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

13. MODIFICATION OF CONTRACT. The Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

14. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

15. STANDARD OF CARE. Contractor will perform all services with a reasonable level of care and skill.

16. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

17. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or County.

18. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when (1) provided in person directly to Kathy Lewis, Douglas County Clerk-Treasurer, or Beth Swanberg, Contractor, (2) such documents are submitted to the Clerk-Treasurer's office and stamped as received by a duly authorized representative, or (3) sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Kathy Lewis, Clerk-Treasurer
Post Office Box 218
Minden, Nevada 89423

To Contractor: Beth Swanberg
1488 Hanslope Way
Gardnerville, Nevada 89410

19. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Contractor

Douglas County

By: Beth Swanberg 10-21-16
Beth Swanberg (Date)

By: Kathy Lewis 10/21/16
Kathy Lewis, Clerk-Treasurer (Date)

AFFIDAVIT

I, Beth Swanberg, 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 21 day of Oct, 2016.

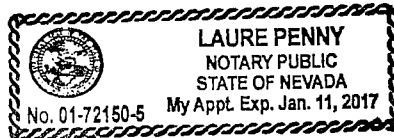
Beth Swanberg
Signature

State of Nevada)
County of Douglas)

On this 21st day of October, 2016 before the undersigned Notary Public, personally appeared Beth Swanberg having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Beth Swanberg executed it.

Witness my hand and official seal.

Laure Penny
Notary's Signature



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

21st day of Oct, 2016
By [Signature] Deputy