

Recorder's Office Cover Sheet

Recording Requested By:

Name: LORI KROBOTH

Department: JUDICIAL SERVICES



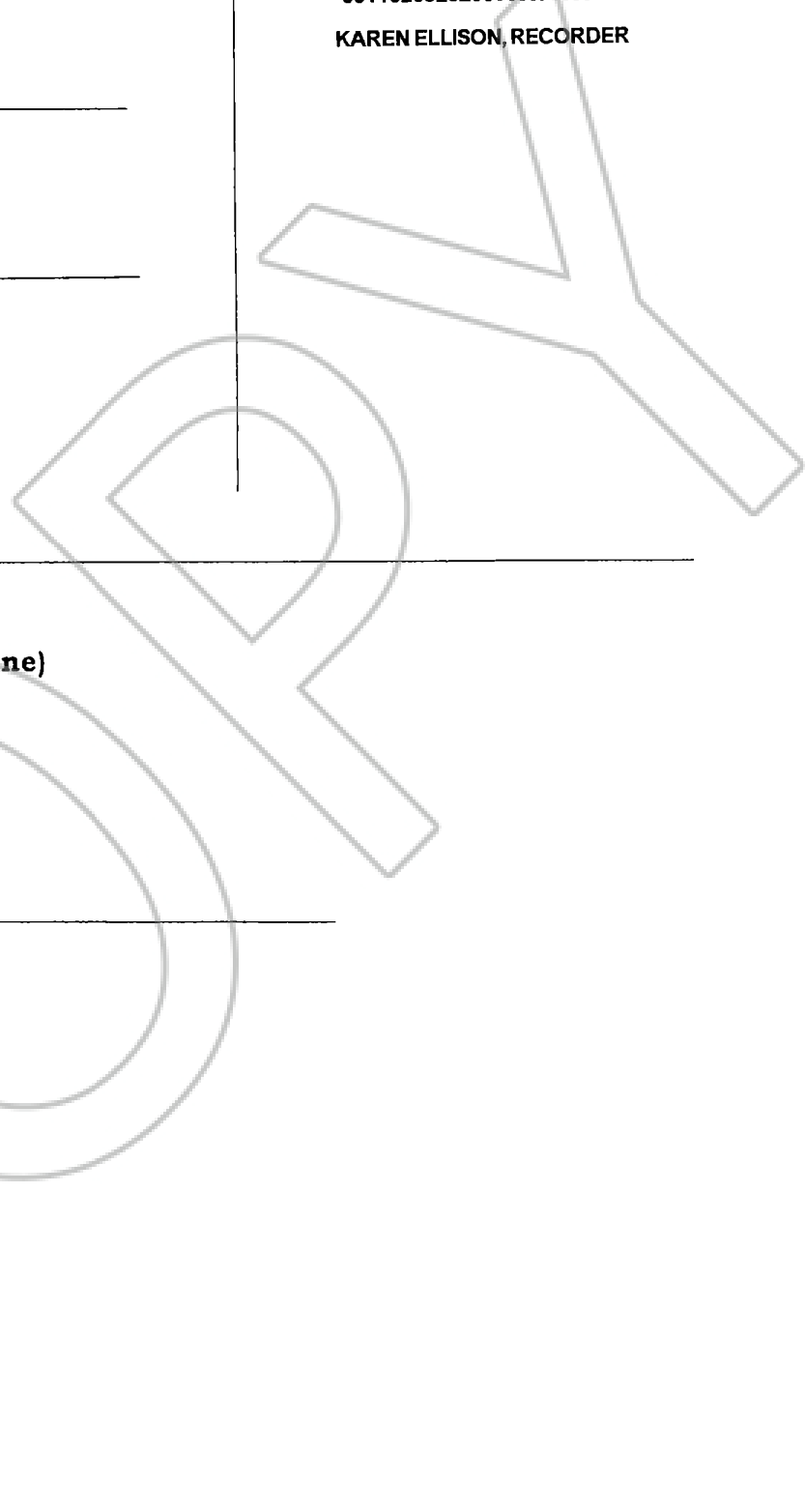
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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

JUSTIN CLOUSER, ESQ.

FILED

NO. 2020.143

8-11-20
DATE

**DOUGLAS COUNTY CLERK
MINDEN, NV**

BY [Signature] DEPUTY

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 Justin Clouser, 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, Justin Clouser ("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 Nevada 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 July 1, 2020 and terminate on June 30, 2021, unless the Contract is earlier terminated in accordance with Paragraph 7 of this Contract.

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 weekly 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 \$100.00 per hour and at a fee not to exceed \$2,000.00 per month. Payment shall be issued by the County to Attorney monthly, payable on the last day of each month during the contract term. Any fee charged by Attorney in excess of \$2,000.00 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. § 333.700(3)(b), 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 Cassandra Jones 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. NONAPPROPRIATION.

Nothing in the Contract will be construed to provide Attorney 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 Attorney 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 Attorney. Attorney will have no claim of any sort to the unexpended funds.

9. 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.

10. 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.

11. 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.

12. INDEMNIFICATION.

To the fullest extent permitted by law, Attorney shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees, expert fees and costs, arising out of any alleged negligent or willful acts or omissions of Attorney, his officers, employees and agents. Attorney will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Attorney 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 Attorney, his 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.

13. 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.

14. AUTHORITY.

The Parties represent and warrant that they have the authority to enter into this Contract. Justice of the Peace Cassandra Jones is expressly designated as the representative to oversee and implement the provisions of this contract on behalf of County.

15. NOTICES.

All notices or other information that is to be submitted to a party shall be sent by U.S. Mail to the following addresses:

Douglas County Judicial Services Dept.
Attn. Bobbie Williams, Court Administrator
PO Box 218
Minden, NV 89423
(775) 782-9955

Justin Clouser, Esq.
1512 Hwy 395 N, Suite 1
Gardnerville, NV 89410
(775)782-2888

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

Attorney

Justin Clouser
Justin Clouser, Esq.

06/02/2020
(date)

Douglas County, Nevada

CJ
Cassandra Jones, Justice of the Peace

6/2/2020
(date)

Douglas County

State of Nevada

CERTIFIED COPY

[END OF DOCUMENT]

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

12th day of *Aug*, 20*20*
By *[Signature]* Deputy