

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into on this ____ day of _____, 2022, by and between the COUNTY OF CLARK ("COUNTY"), on behalf of the LAS VEGAS TOWNSHIP JUSTICE COURT ("LVJV"), and HOLLY STOBERSKI, hereinafter referred to as "STOBERSKI" to provide pro tempore services.

W ITNESSETH:

WHEREAS, due to the necessity to provide consistent pro tempore services for the absence created in Department 6, the COUNTY, on behalf of LVJC shall establish a per diem salary that does not exceed the amount budgeted for Department 6 justice of the peace only;

WHEREAS, LVJC desires to utilize the professional services of an individual with experience in LVJC courtroom procedures, familiarity with the File and Serve and Judge's Edition of Odyssey to provide pro tempore services; and

WHEREAS, STOBERSKI, has the experience necessary and is qualified under NRS 4.010 and 4.032 to fulfill LVJC's need for such professional services.

NOW, THEREFORE, the parties agree as follows:

I. Description of Services

STOBERSKI, for the term of this agreement, will provide day to day pro tempore services for Department 6 at the direction of the Chief Judge not to exceed 40 hours a week for the term of this agreement.

II. Term of Agreement

Except as otherwise provided in Section III, the term of this Agreement shall commence upon approval by the parties and shall continue until the Board of County Commissioner's appoints a justice of the peace pursuant to NRS 4.150 or January 1, 2023, whichever date occurs first.

III. Termination for Convenience

Either party may terminate this agreement without cause upon a ten (10) day written notice, which may be provided by email.

IV. Compensation

During the term of this agreement, the County shall pay a per diem hourly rate of \$63.40 for up to 10 hours a day and a maximum of 40 hours a week. STOBERSKI will not be compensated for (i) days in which STOBERSKI does not provide service to LVJC, (ii) days that an alternative pro tempore is appointed and (iii) days that the LVJV is closed to the public.

V. Relationship of the Parties

STOBERSKI is an independent contractor of the County; and STOBERSKI is solely responsible for providing workers compensation coverage, employment tax and other mandated employees benefits to any of its principals, employees, officers and agents as the law may require.

VI. Assignment

This agreement is for highly skilled professional services, and any attempt by STOBERSKI to assign or otherwise transfer any interest in this agreement without the prior written consent of the LVJC and the County is void.

VII. Governing Law

Nevada law shall govern the interpretation of this agreement.

VIII. Entire Agreement; No Oral Modifications

This document sets forth the entire agreement of the parties hereto, and this agreement may be amended or modified only by written document duly executed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first written above.

CLARK COUNTY, NEVADA

By: _____
James B. Gibson, Chair
Board of County Commissioners

HOLLY STOBERSKI

By: _____
HOLLY STOBERSKI

Approved:

LAS VEGAS JUSTICE COURT

By: _____
Melissa Saragosa, Chief Judge