

AGREEMENT FOR PERSONAL SERVICES AS MUNICIPAL COURT JUDGE

THIS AGREEMENT, is made and entered into on the ____ day of _____, 2018 by and between **THE CITY OF FERNLEY**, a Municipality, with administrative offices located at 595 Silver Lace Blvd. Fernley, Lyon County, Nevada, 89408 hereinafter referred to as “**City**” and **LORI MATHEUS**, of _____, Nevada _____, hereinafter referred to as “**Judge**.”

WITNESETH:

WHEREAS, **City** is incorporated pursuant to CHAPTER 266 of the Nevada Revised Statutes (“NRS”) – GENERAL LAW FOR INCORPORATIONS OF CITIES AND TOWNS; and

WHEREAS, NRS 266.405 (1) requires the **City** to have a municipal judge and allows for the office of the municipal judge to be either an elective or appointive office, as proved by city ordinance; and

WHEREAS, **City**’s Municipal Code Chapter 6 Sec. 2.06.01 creates the office of municipal court judge, and Sec. 2.06.02 states “the municipal court judge shall be appointed by the mayor by and with the consent of the council, pursuant to NRS 266.405(2) and shall hold the office during the pleasure of the mayor and council”; and

WHEREAS, the fair operations of a court require an independent judge to discharge judicial functions and duties; and

WHEREAS, **City** believes that judicial independence is attained, in part, by the use of a qualified person to act as judge and who is an independent contractor and not an employee of the **City**; and

WHEREAS, **Judge** is neither a retired justice or judge within the meaning of as contemplated by NRS 1A.360; and

WHEREAS, **City** is desires to retain the services of a qualified individual to provide judicial and related administrative services as prescribed by statute and ordinance to maintain the proper functioning of the Municipal Court; and

WHEREAS, **Judge** is well qualified and able to provide said judicial and administrative services as municipal court judge for **City**; and

WHEREAS, **City** desires to retain the service of Lori Matheus to serve in the office of Municipal Court Judge, pursuant to Chapter 6 Sec. 2.06.01 of the **City** of Fernley Municipal Code.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties hereto agree as follows:

1. The foregoing Recitals are hereby incorporated by reference.
2. **City** hereby appoints Lori Matheus to serve as Municipal Judge of City, as an independent contractor and not as an employee of City on an as-needed basis.
3. **City** agrees to pay Judge for her services as Municipal Court Judge at a rate of THIRTY THOUSAND AND 00/100ths DOLLARS (\$30,000.00) per year, commencing January 3, 2019, which said compensation shall be paid monthly, in arrears, at the rate of \$2,500 per month, commencing February 1, 2019.
4. It is agreed that **Judge** is an independent contractor, not an employee of City. As such, **City** will provide **Judge** with no employee benefits and will make no pay withholdings. There shall be no contributions to the Nevada Public Employee's Retirement System, the Judicial Retirement Program, health or other insurance benefits, paid time off, workers' compensation or unemployment insurance.
5. **Judge** is solely responsible for the payment of all taxes on her earnings, and other governmental obligations, including business licenses, and permits.
6. As an officer of the City, **City** agrees to include **Judge** on its liability and insurance coverage for all of **Judge's** judicial and administrative services rendered by **Judge** in the operation of the Municipal Court and in providing services under this Agreement on behalf of **City**.
7. Judge may determine the schedule of the Municipal Court at her convenience and with the approval of the City Manager.
8. **City** is responsible for all expenses related to the administration of the Municipal Court system.
9. In the event **Judge** is unable to provide the judicial services contemplated herein, **Judge** shall identify and arrange for a qualified pro tem to discharge those duties. A pro tem shall be on the "Judge Pro Tem" list approved by the City Council of **City**. In the event a pro tem judge is required to discharge Judge's duties for more than (4) court days during any calendar year, **Judge** shall be solely responsible for the expenses, fees, and related costs of the pro tem judge in excess of four (4) court days. **Judge** will indemnify and hold **City** harmless from and against any and all claims brought or made by any person seeking compensation for judicial services. **Judge** hereby authorizes **City** to deduct amounts paid by **City** to a pro tem judge from future amounts due **Judge** under this Agreement. This provision does not include and Judge shall not be responsible for pro tem judge services occasioned by reason of participation by Judge in judicial related absences such as training, conferences, meetings, and etc., which attendance and participation shall be at the sole expense and cost of **Judge**, provided however, that to the extent that a training is required or would benefit the office of the Municipal Court Judge, Administrative Assessment funds may be utilized for the payment of expenses of Judge, with the approval of the City Manager.

10. This Agreement constitutes the sole, exclusive, and entire agreement of the parties as the matters set forth herein, and there are no other agreements or understandings between the parties which are not included in this Agreement. All prior understandings, agreements, negotiations, and contracts, if any, are hereby rescinded and of no force or effect. No change or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
11. The waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be changed, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future.
12. **Judge** serves as the pleasure of the City Council. Either party may terminate this Agreement by giving the other thirty (30) days prior written notice.
13. Any notice required or permitted by this Agreement shall be deemed given upon personal delivery to the other party, or by registered or certified mail, addressed to the party at the address stated in the opening paragraph of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE CITY OF FERNLEY

JUDGE

Roy Edgington, Mayor

Lori Matheus

The foregoing Agreement was approved at a meeting of the City Council of the City of Fernley on _____, 2018.