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FILED

NO. 99.088

**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

'99 JUN 21 AM 28

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA REED
CLERK
[Signature]
DEPUTY

AND

Kelly Temporary Services
1175 Fairview, Suite D
Carson City, NV 89701

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

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

WHEREAS, Contractor represents that he is 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 OF CONTRACT.** This contract shall become effective, upon Douglas County Board of County Commissioner's approval, **commencing on July 1, 1999 and ending on December 31, 2000.**
2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor 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 independent contractor or the County to the public employees retirement system;
 - (5) Accumulation of vacation leave or sick leave;
 - (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for Independent contractors are met.

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3. **INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with NRS § 616A to 616D. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to SIIS:

Kelly Temporary Services has entered into a contract with Douglas County to perform work from July 1, 1999 to December 31, 2000 and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager; Post Office Box 218; Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term on the contract. If Contractor does not maintain coverage throughout the entire term on the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to SIIS for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the contract, or terminate the contract.

4. **SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

Contractor agrees to provide temporary clerical and maintenance services upon request from Douglas County at the following per hour rates:

	<u>Pay Rate</u>	<u>Bill Rate</u>
General Office Clerk	\$ 6.50	\$ 8.71
Clerk Typist	\$ 7.00	\$ 9.38
Secretary I	\$ 7.00	\$ 9.38
Secretary II	\$ 7.50	\$10.05
Accounting Clerk	\$ 8.00	\$10.72
Maintenance Worker	\$ 7.50	\$10.88
Laborer	\$ 7.50	\$10.88

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at the per hour rates stated in Paragraph 4. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement.

6. **TERMINATION OF CONTRACT.** Either party may revoke this contract without cause, provided that a revocation shall not be effective until 15 days after a party has served written notice upon the other party.
7. **NONAPPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. **PAYMENT FOR SERVICES.** Contractor shall submit monthly invoices for payments of services provided, and County shall process and pay the invoice in a reasonable time.
9. **CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor 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, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.
11. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
12. **COUNTY INSPECTION.** The books, records, documents, and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
13. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.
14. **MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

Peggy M Childers
Signature
Kelly Temporary Services

4/8/99
(Date)

Jaques E. Heggen
Board of County Commissioners

6-16-99
(Date)

Approved as to form by:

[Signature]
Deputy District Attorney

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

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PAID K2 DEPUTY CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: June 21, 1999
B. REED Clerk of the 5th Judicial District Court
of the State of Nevada, In and for the County of Douglas.

By [Signature] Deputy

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