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DOC # 0642847
04/27/2005 10:51 AM Deputy: KLJ
OFFICIAL RECORD
Requested By:
D C/MANAGER

Assessor's Parcel Number: N/A

Date: APRIL 27, 2005

Recording Requested By:

✓ Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 7 Fee: 0.00
BK-0405 PG-11118 RPTT: 0.00



CONTRACT #2005.075

(Title of Document)

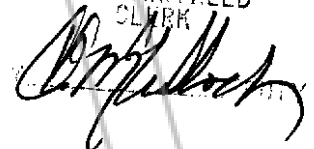
FILED

NO. 2005.075

2005 APR 27 AM 10:00

**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

BARBARA REED
CLERK



A CONTRACT BETWEEN DOUGLAS COUNTY

AND

Andy Hettrick

NAME AND TITLE OF INDEPENDENT CONTRACTOR

1250 N. Santa Barbara, Minden, NV 89423

ADDRESS OF INDEPENDENT CONTRACTOR

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 not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator; whichever is required.

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.

3. INDUSTRIAL INSURANCE. If applicable, 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 a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the insurer System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616.280 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 the insurer 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: As part of the Pine Nut Mountain Plan Amendment process, identify a trail route system through the Pine Nut Mountain Range and gather geographic information system (GIS) data defining said system.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost of \$2000. In addition the County DOES NOT AGREE to reimburse Contractor for travel expenses and per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for



payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget. County agrees to pay Contractor installments as follows:

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 30 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. Unless the Contractor has received a written exemption from the County, Contractor shall submit quarterly reports or other deliverables within ten (10) days after the end of each quarter. The quarterly report shall include a narrative description of all verifications and audits conducted, technical assistance provided during the quarter, all other reports required by this agreement, and a description of all agreement-related training programs attended by Contractor personnel.

9. PENALTIES AND RETENTIONS. No payments will be made by the County until any required reports or deliverables have been submitted to and approved by the County. Late submission of any report or other deliverable may, at the sole election of the County, result in a 10% penalty on the total contract amount for each week or portion of a week that such reports or deliverables are late. Any assessed penalty may, at the County's election, be withheld by the County or be billed to Contractor. Contractor agrees to pay any penalty assessment billed to Contractor by the County within 30 days of the mailing of the bill by the County. Any fund obligated by the County under this agreement that are not expended by Contractor shall automatically revert back to the County 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.

10. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

11. 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.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

13. 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.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the county provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined



in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

16. 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.

17. 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.

18. PLANS, DRAWINGS, SPECIFICATIONS, MAPS, REPORTS and OTHER INSTRUMENTS OF SERVICE.

A. The plans, drawings, specifications, maps, reports and other instruments of service prepared pursuant to this agreement become the property of Douglas County. The County may reuse such plans, drawings, specifications, maps, reports and other instruments of service for another public work without paying any additional compensation to the design professional who prepared them.

B. The design professional waives his right to own the copyright for or any common law, statutory or other reserved right in the plans, drawings, specifications, maps, reports and other instruments of service prepared pursuant to this agreement.

C. If Douglas County proposes to reuse plans, drawings, specifications, maps, reports and other instruments of service prepared pursuant to this agreement for another public work, another design professional who is employed by or has contracted with the County may modify these plans, drawings, specifications, maps, reports and other instruments of service for the other public work.

D. If Douglas County reuses plans, drawings, specifications, maps, reports or other instruments of service pursuant to this section, the design professional who prepared the plans, drawings, specifications, maps, reports or other instruments of service is not liable for injury or damage resulting from such reuse if the design professional is not a party to the contract for the public work for which the plans, drawings, specifications, maps, reports or the instruments of service will be reused.

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

Daniel C. Holler 4-26-05
Signature (Date)

Andy Hettrich 4/12/05
Signature (Date)

Daniel C. Holler
Douglas County

Andy Hettrich
Independent Contractor

Approved as to form by:

Robert J. Morris
Deputy District Attorney

SEAL

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: April 27, 2005
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By David J. Eulrich Deputy

