

OFFICIAL RECORD

Requested By:
D C/COUNTY MANAGER

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 0.00
BK-1005 PG- 2831 RPTT: 0.00



Assessor's Parcel Number: _____

Date: 10-6-05

Recording Requested By:

Name: Co Mgr.

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ _____

Contract 2005-197

(Title of Document)

FILED

**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

NO. 2005-197

2005 OCT -6 AM 9:14

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA REED
CLERK

AND

LIBERTY

Leadership Transition Coaching
P.O. BOX 5307 TAHOE CITY, CA 96145

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 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. November 1, 2005 through April 30, 2006

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor 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. § 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 provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. A. 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 Nev.Rev.Stat. § 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:

Leadership Transition Coaching has entered into a contract with Douglas County to perform work from November 1, 2005 to April 30, 2006 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 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 of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, immediately 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 immediately stop work and may immediately suspend or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. WORK TO BE PERFORMED. The scope of services is provided in Attachment A.

5. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph (4) at a cost not to exceed \$16,600 in the manner proved in Attachment A.

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 the party has served written notice up on the other party.

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



8. 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.

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

10. 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.

11. 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.

12. 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, interpleaded, 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.

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.

Independent Contractor

Bob McCann 9/28/05
Bob McCann Date
Leadership Transition Coaching
Douglas County

Jelly D. Hill 9/23/05
Chairman Date

Attest:

Barbara Reed
Clerk
JJ: Lynch, Clerk to Board

Approved as to Form

Robert J. Morris
Deputy District Attorney



Attachment A

**DOUGLAS COUNTY – Management and Leadership Development Coaching Services
Work Plan and Scope of Services**

September 8, 2005

To: Dan Holler – County Manager

I am pleased to submit this letter defining the work plan and scope of our work together in your continuing process of Leadership and Management Team Development. My style of consulting is to include, my client, in the continuous design of the technical approach as it develops in a coaching program. The program is unique to the relationship dynamics and changes as they occur in your organization's specific circumstances, opportunities and challenges, as well as your organizational goals and the pace which your management team can effectively grasp and sustain their development processes.

I appreciate your commitment to increase the leadership strength of your management team as you and your Board lead Douglas County into the future managing controlled growth with a culture that sustains the opportunity for an exceptional quality of life for all residents and businesses in the county.

My consulting (coaching) style in this project will be to work for the most part in the background supporting your leadership design and the communication and interactions between selected members of your management team. I am committed to provide a good bottom-line return on your investment as I professionally support you and your management team through the healthy growth and changes needed to sustain the level of excellence you have already attained. This will include developing a natural succession process unique to each department that will allow for the retirement of senior staff members with a smooth and seamless transition of the leadership of their department while continually raising the level of performance and effectiveness of each department involved.

WORK PLAN:

My work plan will be to begin coaching you as the County Manager in clearly defining your growth and management development objectives for each department manager and some of their key reports as well as the professional leadership and management objectives for yourself. An additional part of this process will be to meet individually with each Board Member and then to design and facilitate a "Leadership Retreat" for the entire Board and the County Manager to participate in. The intended result of this retreat is to have the Board Members learn how they can individually and collectively best support and insure the success of this overall Leadership Development project

The coaching work will then expand to selected department managers and some of their key reports on a priority sequence to be provided by you based on the circumstances and criticality of each department's relationship to the overall county operation.

I will work on-site with you and others as you deem appropriate in scheduled individual and small group coaching sessions as well as conducting frequent coaching conversations with each participating manager over the telephone.

Attachment A

retainer is based on an estimate of delivering approximately 15 hours of consulting services per month. I agree to obtain prior authorization from Dan Holler if out-of-pocket expenses are going to exceed \$100.00 in any calendar month. My out-of-pocket expenses will be invoiced by the 10th of the month following the month in which they were incurred. I anticipate very few if any out-of-pocket expenses will be incurred. All local travel and telephone support is included in the fixed monthly fee.

All invoices are payable within 15 days of receipt.

Bob McCann
Leadership Transition Coaching
P.O. Box 5307
Tahoe City, CA 96145

COPY

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: 10-6-05
By [Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy



BK- 1005
PG- 2837