

DOC # 0732055
10/28/2008 09:07 AM Deputy: GB
OFFICIAL RECORD
Requested By:
DOUGLAS COUNTY/MANAGER

Assessor's Parcel Number: N/A

Date: OCTOBER 24, 2008

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 0.00
BK-1008 PG- 4291 RPTT: 0.00



Name: DEANNE, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.239
(Title of Document)

FILED

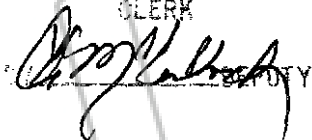
NO. 2008.239

**CONTRACT FOR PROFESSIONAL SERVICES
OF
INDEPENDENT CONTRACTOR**

2008 OCT 24 AM 9:53

A CONTRACT BETWEEN DOUGLAS COUNTY

TED THLAN
CLERK



AND

THE ELIM GROUP
MIKE CONDUFF, PRESIDENT & CEO
10 ROYAL OAKS CIRCLE, SUITE 201
DENTON, TEXAS 76201-5576

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 will be effective upon approval by the Douglas County Board of County Commissioners and upon signing by the Contractor and the County Manager.

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. Unless the Contractor complies with ¶B below, 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:

The Elim Group has entered into a contract with Douglas County to perform a workshop in November 2008 and requests that the authorized insurer 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 the 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.

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. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: Design, develop, facilitate and conduct the 2008 Douglas County Board of Commissioners' orientation workshop. Contractor agrees to review current documentation prior to the session and to incorporate information as appropriate. It is anticipated that the event will take place on Friday, November 21, 2008. The objective of the new commissioner orientation workshop is to focus on Good Governance, The 8 Indisputable Behaviors of On Target Board Members and Best Practice Governance Processes.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a discounted local government rate not to exceed \$2,500 for one workshop

session. In addition the County agrees to provide lodging for Contractor on site, and to reimburse Contractor for all customary and reasonable expenses incurred by Contractor in performance of the duties under terms of this agreement. Expenses may include: actual materials, mailing, training aids, travel, mileage (current IRS rate), hotel, food parking, ground transportation, tips, telephone, and other reasonable expenses necessary to the performance of duties. Said expenses (other than on site lodging) shall not exceed \$750. In the event that another engagement can be secured for an adjacent time frame expenses will be split between clients. Copies of any of Contractor's books utilized or purchased will be discounted at least 20% from retail. Contractor shall submit 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.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, 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, 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 if the County fails to appropriate monies.

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. EMERGENCIES AND CANCELLATION. In the event of cancellation of this contract by Contractor due to illness or unforeseen emergency, the County shall have no liability for fees, expenses or losses incurred by Consultant unless the engagement is rescheduled within six (6) months.

In the event the County is unable to conduct the program or project due to acts of God, the County shall have no obligation for payment for services or expenses except such expenses that may have been incurred by Contractor.

In the event the County voluntarily cancels the program or project so that participation by Contractor is not required, the County agrees to pay Contractor Fifty Percent (50%) of the agreed

upon fee due in accordance with this agreement, plus expenses incurred by Contractor prior to cancellation. Alternatively the County may reschedule the program within six (6) months and otherwise renew its commitment to Contractor under identical terms.

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. 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.

14. 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 ¶ 13), 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.

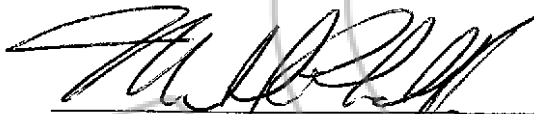
15. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees as a result of negligent acts of the Contractor to the extent of the payment for services as detailed in Section 5.

16. 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.

17. OTHER LOGISTICAL DETAILS. All program development, preparation and travel days are included in ¶ 5. The location of the workshop will be in Douglas County at a site to be determined. The Contractor agrees to provide all presentation materials to be used during this engagement or at his option to send the client original sets for copying.

18. COUNTY OBLIGATIONS. The County will designate one contact person for effective communications, and will provide all necessary logistical, site based and communications requirements applicable to this engagement. The County also agrees to provide necessary audio/visual/presentation equipment including LCD/DLP projector for laptop, a screen of sufficient size for the group, 3-M Self-Adhesive Flip Charts, easels and markers

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



Mike Conduff, President & CEO
The Elim Group

9/18/08

(Date)



T. Michael Brown
Douglas County Manager

10/3/08

(Date)

Approved as to form by:



Deputy District Attorney

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: Oct 24 2008

TIHRAM Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. Hullock Deputy