

OFFICIAL RECORD

Requested By:
DC/SHERIFFS DEPT

Assessor's Parcel Number: N/A

Date: MARCH 2, 2009

Recording Requested By:

Name: PAUL HOWELL, DCSO

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: 0.00
BK-0309 PG-0179 RPTT: 0.00



CONTRACT #2009.042

(Title of Document)

FILED

2009.042

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2009 MAR -2 AM 10:18

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

TED THIRAN
CLERK



AMY DICE
P.O. BOX 29850
LAUGHLIN, NEVADA 89028

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 AND TERM 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. 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:

Amy Dice has entered into a contract with Douglas County to perform work from On a month to month basis not to exceed six months from the date of contract approval. It is requested that the 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 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, 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: (Spillman Applications Administrator for the Spillman Computer Software for the Douglas County Sheriff's Office and the Douglas County Communications Center. (See attached scope of work to be performed)

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost of \$5,000.00 per month (inclusive of travel or per diem expenses) with the total cost not to exceed \$30,000.00. 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 shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed report of the work performed.

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 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 County 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 monthly reports or other deliverables within ten (15) days after the end of each month. The monthly report shall include a narrative description of all services performed and technical assistance provided during the month.

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 is 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. In addition, the County may, in its sole discretion, retain an amount of up to 10% from each payment made under 5 until the contract is completed to the County's satisfaction and finally accepted by the County.

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. FEDERAL SUBCONTRACTING REQUIREMENTS. If Contractor awards a subcontract under this contract, Contractor, if applicable, shall use the following alternative steps:

- a. Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- f. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in a-e.

If applicable, Contractor agrees to complete and submit to the Division a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

14. 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.

15. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared specifically for Douglas County by the 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



Approved as to form by:

R. H. [Signature]
Deputy District Attorney

COPY

Description of Services and Scope of Work to Be Performed

The scope of work to be performed shall include those duties and responsibilities as referred to in section five (5) of the Spillman/Douglas County Sheriff's Department Implementation Manual, commonly known or referred to as the System Administrator.

In addition to, if not included in Section 5 of the Spillman/DCSO Implementation Manual, the following services will also be provided.

- 1) Table Setup
- 2) Creation of agency specific data entry standards
- 3) Creation of a Spillman Local Users' Group
- 4) Coordination and oversight of Geobase implementation
- 5) Setup of System and Application Parameters
- 6) Serve as central point of contact to coordinate all software-related implementation tasks
- 7) Chair and coordinate the monthly DCSUG (users group) meetings. On site attendance will only be required once a quarter.

Post Implementation services provided:

- 1) Acting as a central point of contact for users to report problems and for communication between Spillman support staff, and project and account managers and Douglas County Spillman Users.
- 2) Table maintenance
- 3) Coordination of software patches and upgrades
- 4) Oversight of geobase maintenance
- 5) Troubleshoot and resolve daily maintenance issues
- 6) Maintenance of data entry standards

- 7) 24/7 availability to handle emergency issues
- 8) Conduct quarterly site visits for a three day duration. Cost of travel and per-diem is at contractor's expense.
- 9) Training may be provided by contractor during quarterly visits if time permits.

COPY

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: March 2, 2009
T. R. R. J. Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

8By Carol M. Plutnick Deputy