

DOC # 0740013  
03/23/2009 11:44 AM Deputy: DW

OFFICIAL RECORD

Requested By:  
DC/EFFPD

Assessor's Parcel Number: N/A

Date: MARCH 20, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 OF 6 Fee: 0.00  
BK-0309 PG- 5334 RPTT: 0.00



Name: DAVE FOGERSON, EFFPD

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.062

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

NO. 2009-0162

2009 MAR 20 PM 3:39

TED THIRAN  
CLERK

*[Signature]*  
DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES**  
**Between**  
**EAST FORK FIRE & PARAMEDIC DISTRICTS**  
**AND**  
**Bob Kielty**  
1326 Grassland Rd.  
Dayton, NV. 89403

**RECEIVED**  
FEB 12 2009  
EAST FORK FIRE DISTRICT

WHEREAS, the East Fork Fire & Paramedic Districts, 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 Bob Kielty, (hereinafter Contractor) are both necessary and desirable and in the best interests of East Fork Fire & Paramedic Districts; and

WHEREAS, Contractor represents that he is duly qualified, licensed, 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 Fire Commissioners.

**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 an East Fork Fire & Paramedic Districts or Douglas County employee and that there shall be no:

- (1) Withholding of income taxes by Douglas County;
- (2) Industrial Insurance coverage provided by Douglas County;
- (3) Participation in group insurance plans which may be available to Employees of the East Fork Fire & Paramedic Districts or Douglas County;
- (4) Participation or contributions by either the independent contractor or Douglas County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by Douglas 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 East Fork Fire & Paramedic Districts to make any payment under this contract, to provide the East Fork Fire & Paramedic Districts 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:

Bob Kielty has entered into a contract with the East Fork Fire and Paramedic Districts to perform work from May 27, 2009 to June 8, 2009 and requests that the insurer System provide to the East Fork Fire and Paramedic Districts 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: East Fork Fire & Paramedic Districts; 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 of the contract, Contractor agrees that the East Fork Fire and Paramedic Districts 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 East Fork Fire & Paramedic Districts 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: that the Contractor will provide a twenty-four hour training based upon the National Wildland Coordinating Group S-215 Fire Operations in the Urban Interface.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed \$ 1,000.

**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 East Fork Fire and Paramedic Districts 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 East Fork Fire & Paramedic Districts for



this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the East Fork Fire & Paramedic District's obligations under it shall be extinguished at the end of any fiscal year in which the East Fork Fire & Paramedic Districts fail 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 East Fork Fire & Paramedic Districts under this contract that are not paid to Contractor shall automatically revert to the East Fork Fire & Paramedic District's discretionary control upon the completion, termination, or cancellation of the agreement. The East Fork Fire & Paramedic Districts 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.** The Contractor will submit a final invoice upon completion of the program. East Fork Fire and Paramedic Districts will have 30 days from the date the invoice is received to make payment to the Contractor.

**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, order, 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 East Fork Fire & Paramedic Districts.

**12. INSPECTIONS.** 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 East Fork Fire & Paramedic Districts, including, but not limited to, the contracting agency, the Douglas 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 prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the East Fork Fire & Paramedic Districts and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the East Fork Fire & Paramedic Districts upon completion, termination or cancellation of this contract. Alternatively, if the East Fork Fire & Paramedic Districts 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 East Fork Fire & Paramedic Districts, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the East Fork Fire & Paramedic Districts. 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 East Fork Fire & Paramedic Districts.

**14. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the East Fork Fire & Paramedic Districts by Contractor (including those remitted to the East Fork Fire & Paramedic Districts 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 East Fork Fire & Paramedic Districts 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 East Fork Fire & Paramedic Districts, 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.

**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 Douglas County Board of Fire Commissioners.

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IN WITNESS WHEREOF, the parties hereto have caused this contract between East Fork Fire and Paramedic Districts and Fire Command Seattle LLC to be signed and intend to be legally bound thereby.

Nancy McDermid  
Chairman, East Fork Fire Board (Date)

Bob Kielty 2/10/09  
Bob Kielty (Date)

Attest: Ted Thran  
Ted Thran, Douglas County Clerk

BY: Luaine Sudner  
CLERK TO THE BOARD

**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: MAR 20, 2009  
THRAN Clerk of the 9th Judicial District Court  
of the State of Nevada in and for the County of Douglas.

By Carl W. Mullock Deputy