

DOC # 0747568
07/22/2009 12:09 PM Deputy: SD

OFFICIAL RECORD

Requested By:
DC/MANAGERS OFFICE

Assessor's Parcel Number: N/A

Date: JULY 22, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0709 PG- 5108 RPTT: 0.00



Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.205
(Title of Document)

FILED

NO. 2009.205

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

Richard Fernandez
1296 Bray Way Gardnerville, NV 89410
782-7675

FILED THIRAN CLERK [Signature]

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 personal 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 personal 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 284.713, 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 employee's 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. A. 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:

Richard Fernandez has entered into a contract with Douglas County to perform work from July 20, 2009 to August 18, 2009 and requests that the State Industrial Insurance System 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
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.

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 personal services to be performed are as follows: **Richard Fernandez** agrees to provide educational services to the China Spring Youth Camp and Aurora Pines Girls Facility from July 20, 2009 to August 18 2009. (23 teaching days) The times for the teaching days will be set by the China Spring Youth Camp/Aurora Pines Girls Facility as outlined in Attachment A

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in ¶ 4 at a cost of \$30.00 per hour with the total cost not to exceed \$4,680. Unless Contractor has received a written exemption from the County, Contractor shall submit a request 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 after the first year, 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 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. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. 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.

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

11. 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.

12. 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 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. unless the County has requested remittance and delivery by Contractor of the items. 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.

13. 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 ¶ 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way 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.

14. 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.

15. 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.

Richard Fenang 7/17/09
Signature (Date)

[Signature] 7/17/09
Douglas County (Date)

Approved as to form by:

Joseph L. Ward Jr
Deputy District Attorney

AFFIDAVIT

I, Richard Fernandez, on behalf of my company, Richard Fernandez, being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 14th day of July, 2009.

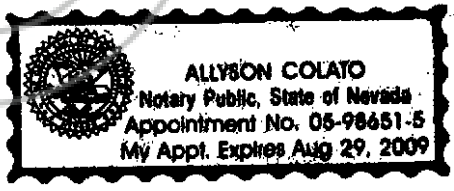
Richard Fernandez
Signature

State of Nevada
County of Douglas

On this 14th day JULY, 2009 before the undersigned Notary Public, personally appeared Richard Fernandez having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that he executed it.

Witness my hand and official seal.

Allyson Colato
Notary's Signature



ATTACHMENT A

| <u>NAME</u> | <u>INSTRUCTION</u> | <u>Weeks</u> | <u>Days</u> | <u>Hours</u> |
|--------------------------|--|-----------------------------|-------------|-----------------|
| Richard Fernandez | Construction Technology (8 ½ hr days) (8 ½ hr days) (8 ½ hr days) | <i>July 17, 2009</i> | <i>1</i> | <i>4</i> |
| | | <i>July 20 – 24, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>July 27 – 31, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 3 – 7, 2009</i> | <i>5</i> | <i>42.5</i> |
| | | <i>August 10 – 14, 2009</i> | <i>5</i> | <i>42.5</i> |
| | | <i>August 17 – 18, 2009</i> | <i>2</i> | <i>17.0</i> |
| | | | <u>23</u> | <u>156</u> |
| | | \$30 | | |
| | | TOTAL | | \$4,680 |
| Joyce Strom | English | <i>July 17, 2009</i> | <i>1</i> | <i>4</i> |
| | | <i>July 20 – 24, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>July 27 – 31, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 3 – 7, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 10 – 14, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 17 – 18, 2009</i> | <i>2</i> | <i>10</i> |
| | | | <u>23</u> | <u>114</u> |
| | | \$30 | | |
| | | TOTAL | | \$3,420 |
| Cynthia Whalin | Math | <i>July 17, 2009</i> | <i>1</i> | <i>4</i> |
| | | <i>July 20 – 24, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>July 27 – 31, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 3 – 7, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 10 – 14, 2009</i> | <i>5</i> | <i>25</i> |
| | | | <u>18</u> | <u>104</u> |
| | | \$30 | | |
| | | TOTAL | | \$3,120 |
| Cindy Hill | Math | <i>July 17, 2009</i> | <i>1</i> | <i>4</i> |
| | | <i>August 17 – 18, 2009</i> | <i>2</i> | <i>10</i> |
| | | | <u>5</u> | <u>14</u> |
| | | \$30 | | |
| | | TOTAL | | \$420 |
| Allyson Lammiman | Horticulture (8 ½ hr days) | <i>July 16, 2009</i> | <i>1</i> | <i>4</i> |
| | | <i>July 20 – 24, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 3 – 7, 2009</i> | <i>5</i> | <i>42.5</i> |
| | | <u>11</u> | <u>71.5</u> | |
| | | \$30 | | |
| | | TOTAL | | \$2,145 |
| | Horticulture (8 ½ hr days) (8 ½ hr days) | <i>July 27 – 31, 2009</i> | <i>5</i> | <i>25</i> |
| | | <i>August 10 – 14, 2009</i> | <i>5</i> | <i>42.5</i> |
| | | <i>August 17 – 18, 2009</i> | <i>2</i> | <i>17</i> |
| | | | <u>12</u> | <u>84.5</u> |
| | | \$30 | | |
| | | TOTAL | | \$2,535 |
| | | TOTAL | | \$16,200 |

BK- 0709
 PG- 5114
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NOTE: Items not in *italics* are funded with ARRA Grant Funds

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: July 22, 2009

THOMAS B. ... Clerk of the 1st Judicial District Court of the State of Nevada, and for the County of Douglas.

By Carol M. ... Deputy