

Doc Number: **0810359**

10/05/2012 01:41 PM

**OFFICIAL RECORDS**

Requested By:

**Dc/County Manager**

DOUGLAS COUNTY RECORDERS

Karen Ellison - Recorder

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Fee: \$ 0.00

Bk: 1012 Pg: 1545



Deputy 59

Assessor's Parcel Number:   N/A  

Date:   OCTOBER 5, 2012  

Recording Requested By:

Name:   NIKKI, COUNTY MANAGER'S OFFICE  

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

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

Real Property Transfer Tax: \$   N/A  

**CONTRACT #2012.214**

(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.*

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN  
**DOUGLAS COUNTY**  
P.O. BOX 218  
MINDEN, NV 89423  
(775) 782-9821  
"COUNTY"

AND

**LYNN MCKISSOCK,**  
P.O. Box 1091  
BODEGA BAY, CA 94923  
(530) 416-1279  
"CONTRACTOR"

FILED  
2012 OCT 5 AM 9:48  
REC'D THIRMAN  
CLERK  
[Signature]

WHEREAS, Douglas County, (hereafter County) a political subdivision of Douglas County and the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, County desires to employ an independent contractor to assist the County in providing interim web administration services to the County; and

WHEREAS, it is deemed that the professional services of Lynn McKissock (hereafter Contractor) an independent contractor herein specified are both necessary and desirable and in the best interests of the County; and

WHEREAS, Contractor represents that she is duly qualified, licensed, 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 signed by the Douglas County Manager. Time is of essence for performance of the professional services described herein. The term of the contract shall run from October 8, 2012, through April 5, 2013. This Contract may be extended, provided that both parties agree 30 days prior to the expiration of this Contract, in writing which must be attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

**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 § 333.700 (formerly 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;

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- (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.

A. Unless the Contractor complies with Paragraph 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:

Lynn McKissock has entered into a contract with Douglas County to perform work from October 8, 2012 to April 5, 2013, 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  
Attn: Steve Mokrohisky, 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.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that she 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 Lynn McKissock, Contractor, will assist the County in providing interim website administration for the County, including responsibility for the day-to-day operation and maintenance of the website, as outlined in Attachment A. Contractor will have remote access to the County's website, email, and network drives that store files associated with the website, and must maintain adequate security, including protecting password(s) and taking other precautionary actions necessary to prohibit unauthorized

access, use, disclosure, disruption, modification, or destruction of the website, information on the website or sensitive County information. Contractor will report directly to the Assistant County Manager/Chief Financial Officer.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in paragraph 4 in exchange for compensation billed monthly at a rate of \$1,500 per month. This payment includes all salary, expenses, travel, housing and per diem costs. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10<sup>th</sup> day of each month. If the Contract is extended for any successive one-month periods pursuant to paragraph one, the same payment provisions shall apply as set forth above. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days. Payments pursuant to this Contract cannot exceed \$50,000 without formal approval of the Douglas County Board of Commissioners

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party provided that a revocation shall not be effective until 30 calendar days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County, unless the contract is terminated pursuant to paragraph 16.

**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 not assign, transfer nor delegate any rights, obligations or duties under this contract.

**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 County, the County Manager, the District

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Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any files, books, reports, studies, photographs, negatives or other documents, data, drawings, electronic information 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. 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, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 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 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 shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors 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.

**16. CONFLICT OF INTEREST.** By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, the County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the County of any other contracts or projects they are working on that may impact the County.

**17. AUTHORITY.** The parties represent and warrant their authority to enter into this agreement.

**18. STANDARD OF CARE.** Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing. Contractor must maintain the highest ethical standards.

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

Lynn McKissock 10-1-12  
Contractor (Date)  
Lynn McKissock

Steve Mokrohisky 9-28-12  
Steve Mokrohisky (Date)  
Douglas County Manager

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## Attachment A

### Douglas County Website Administration: Day-to-Day Operation and Maintenance

Operation and maintenance activities include, but are not limited to:

- Interact and collaborate with County management and designated individuals in determining, organizing, and maintaining website architecture/directory structures
- Manage user access and security profiles through group and user administration within the content management system
- Provide guidance and recommendations with content development and management
- Provide training and technical assistance in web page creation and maintenance
- Recommend overall website or individual web page improvements, as appropriate
- Troubleshoot problems associated with web pages and correct issues or make recommendations for resolution
- Serve as a backup resource to departments for creating new web pages or making changes/updates to existing pages, and other website related tasks
- Upload articles, audio files, images, and videos to website, as requested
- Manage homepage slideshows and rotate on a regular or seasonal basis
- Design and develop individual web pages that promote County programs and services, as requested
- Maintain and update the Explore Douglas mega-menu, graphic links, and homepage left-hand links
- Manage individual modules within the website, posting news announcements, calendar events, bid posting, etc., as requested, and maintain and update module defaults, as appropriate (such as Notify Me messages)
- Collaborate and work cooperatively with sub-sites in the management of their homepage slideshows, homepage left-hand links, and other website elements and modules, as requested
- Provide integration of other applications/programs into the website, as appropriate (such as Peak Democracy)
- Coordinate and work collaboratively with Information Technology (IT) and Human Resources (HR) staff in the development and implementation of the County Intranet website
- Coordinate efforts with CivicPlus staff in setting up social media sites and accounts, as appropriate
- Coordinate and work collaboratively with Douglas County Community Access Television (DCCA TV) in the management of the County YouTube channel
- Collaborate and coordinate efforts with Nanosecond in the maintenance and usability of the database search pages developed for the Assessor, Recorder, and Community Development Building departments
- Coordinate efforts with HR staff in the implementation and maintenance of the custom online job application
- Proofread web page content and ensure accuracy and currency of website information
- Manage and respond to requests received through the Report a Concern module; coordinate responses with the associated individual/department
- Perform ongoing quality assurance evaluations to ensure adherence to established site standards and test page-navigation links
- Maintain, update, and communicate changes to established site standards, as appropriate
- Track and report on all site metrics
- Maintain a level of expertise and knowledge with the CivicPlus content management system and basic HTML code
- Perform any other website-related work as requested

AFFIDAVIT

I, Lynn McKissock, 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 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 26 day of, September 2012.

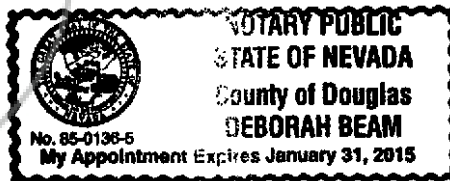
Lynn McKissock  
Signature

State of Nevada  
County of Douglas

On this 26 day of September, 2012, before the undersigned Notary Public, Lynn McKissock personally appeared and having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that she executed it.

Witness my hand and official seal.

Deborah Beam  
Notary's Signature



**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 5 2012  
Tracy Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Deborah Beam Deputy