

Doc Number: **0827993**

07/30/2013 09:35 AM

OFFICIAL RECORDS

Requested By  
DC/COUNTY MANAGER

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 9 Fee: \$ 0.00

Bk: 0713 Pg: 7383



Deputy: pk

Assessor's Parcel Number: N/A

Date: JULY 29, 2013

Recording Requested By: \_\_\_\_\_

Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.144

(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.*

FILED

**CONTRACT FOR PROFESSIONAL SERVICES**

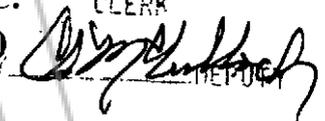
NO. 2013.1421

**BETWEEN  
DOUGLAS COUNTY, NEVADA**

2013 JUL 29 AM 11:31

**AND  
LEE CURTIS OF NEXLEVEL INFORMATION TECHNOLOGY, INC.  
6829 FAIR OAKS BLVD., SUITE 100, CARMICHAEL, CA 95630  
916-692-2000/916-692-2022**

TED THIRAN  
CLERK



**"CONTRACTOR"**

**To PROVIDE  
TECHNOLOGY SERVICES DEPARTMENT, STAFFING AND CONSULTING SERVICES**

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to employ a private contractor to assist the County in providing interim Technology Services Director services,

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 they are experienced in providing Interim Technology Services Director services, and are also 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.** Contractor shall perform all work by November 15, 2013. This Contract may be extended for additional one (1) month periods, provided that both parties agree in writing not less than 30 days prior to the date of expiration of this Contract. If extended, all provisions of this Contract shall remain in effect.

**2. WORK TO BE PERFORMED.** The parties agree to the services to be performed by Contractor as described in Exhibit A.

**3. PAYMENT FOR SERVICES.** Contractor agrees to perform the work and shall be paid in accordance with the provisions of Exhibit A.

**4. TERMINATION OF CONTRACT.** Either party may revoke this contract without cause, provided that a revocation shall not be effective until 90 days after the party has served written notice upon the other party. In the event Contractor commits illegal acts or endangers the County, this Contract may be terminated immediately by the County. All monies due and owing up to the point of termination shall be paid by Douglas County unless otherwise agreed upon.

**5. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of and shall perform all work under this agreement as an independent contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 to the parties, as necessarily adapted, including that Contractor and its employees are not County employees, and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either party to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) Contractor and its employees are not in the classified or unclassified service of the County and have none of the rights or privileges available to officers, employees or other appointees of the County.

**6. INDUSTRIAL INSURANCE.**

a. 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 and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

*Lee Curtis of NexLevel Information Technology, Inc. has entered into an appointment with Douglas County to perform technology services duties and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain shall be reported to the County by the qualified insurer. 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, immediately order the Contractor to stop work, suspend the contract or terminate the contract. For each period this contract is in effect, Contractor agrees, prior to the expiration of the 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 period, Contractor agrees that County may order the Contractor to immediately stop work and may immediately suspend or terminate the contract.

**7. CONTRACTOR'S EMPLOYEES.** All employees of Contractor shall be subject to a background check conducted by Douglas County. The County maintains the right to not accept Contractor's employees.

**8. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada. Any legal action regarding this contract shall be filed and maintained in the Nevada Ninth Judicial District Court. Prior to filing any legal action, the parties agree to participate in mediation, with a mediator to be selected from a list provided by the Nevada Supreme Court of Settlement Judges. Both sides shall pay an equal share of the mediator's fees. Each party shall be responsible for their own attorney fees in mediation or any other legal action. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

**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.

**10. ASSIGNMENT.** This Contract and its obligations cannot be assigned or transferred by either party.

**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 any authorized representative of any other Federal entity. Contractor shall maintain all daily Airport operational records in a manner that equals or exceeds current record keeping procedures.

**12. 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. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

**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), 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 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, 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 both parties.

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

Dated: July 17, 2013

**Douglas County**

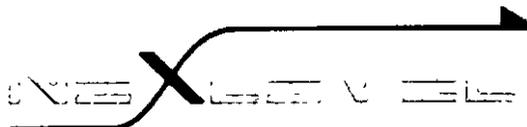
  
Steve Mokrohisky, County Manager

Dated: \_\_\_\_\_, 2013

**NexLevel Information Technology, Inc.**

  
Terry Hackelman, Managing Principal

EXHIBIT A



June 27, 2013

Ms. Christine Vuletich  
Assistant County Manager/CFO  
Douglas County Nevada  
P.O. Box 218  
Minden, NV 89423

Dear Christine,

NexLevel is pleased to present this statement of work (SOW) to provide Douglas County interim IT management services. NexLevel is proposing Lee Curtis, NexLevel Managing Consultant, to support this SOW. To avoid any conflict of interest concerns, NexLevel acknowledges that Mr. Curtis will not be a candidate for the permanent IT Director position.

The following bullets outline anticipated roles and responsibilities for Mr. Curtis under this SOW.

- **Day-to-day technology operations oversight:** Mr. Curtis will act as the senior manager for the Technology Services Department reporting to you. He will be responsible for the delivery of technology service to County departments, ensure technical resources are properly deployed, oversee staff performance, and direct staff activities.
- **Recruitment assistance for permanent IT Director:** Mr. Curtis will assist the County in recruiting, selecting and transitioning the Technology Services Department to a new full-time IT Director. He will assist the County in recruitment activities, review of potential candidates, interview finalists, and participate in the selection process as outlined by the County. Upon the County hiring a permanent manager, Mr. Curtis will transition the management of the Technology Services Department and provide other support as necessary to ensure a professional turnover.
- **Technology project facilitation and co-ordination:** Mr. Curtis will provide guidance and oversight for all technology projects currently in progress. He will attend selected project meetings, review progress, and assign resources to meet project implementation commitments. He will provide a single point of contact for all technology projects within the Technology Services Department. He will communicate with all departments as to Technology Services Department activities and coordinate the resolution of technology issues, as appropriate, with County personnel.
- **Technology Governance:** Mr. Curtis will work with you define, establish, and initiate the Technology Steering Committee as recommended in the Technology Services Department Assessment dated February, 2013.
- **Technology Services Department re-organization:** Mr. Curtis will work with you to define and implement a new organizational structure for the Technology Services Department.

To perform under this SOW, Mr. Curtis' on site presence will be flexible and coordinated with you. We anticipate he will on site approximately 28 hours per week. In addition, Mr. Curtis will be available via email and voice mail on a 24x7 basis.

NexLevel proposes a not-to-exceed \$24,000 agreement. NexLevel will only bill against this agreement with prior approval from the County. Our services will be billed at \$150/hour.

NexLevel will bill our actual travel expenses for between Sacramento and Douglas County but will not bill for travel time.

NexLevel will invoice monthly which will include a status report on activities completed, in process, and scheduled.

If you have any questions or need additional information, please feel free to contact me at (916) 692-2000, ext. 201.

Sincerely,



Terry Hackelman  
Managing Principal

COOPER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Placer Insurance Agency License #0C66701 P. O. Box 619052 Roseville, CA 95661-9052 Kirk Kindelt	916-784-1008 916-784-8116	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE <b>INSURER A - Travelers Property Casualty Co</b>		NAIC # <b>25674</b>
<b>INSURED</b> Nexlevel Information Technology, Inc. 6829 Fair Oaks Blvd Ste 100 Carmichael, CA 95608		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZLP13N222951315	05/01/13	05/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			BA8141X98813TEC	05/01/13	05/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP13N223381315	05/01/13	05/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			HJUB7615X00313	05/01/13	05/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab</b>			ZPL14R360811315	05/01/13	05/01/14	Limit 2,000,000 Deduct 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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BK 07 13  
 PG 7390  
 7/30/2013

<b>CERTIFICATE HOLDER</b>  DOUG218 Douglas County Manager P.O. Box 218 Minden, NV 89423	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Walter G. Klehousch</i>
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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 29, 2013  
[Signature] Clerk of the [Signature] Judicial District Court  
of the State of Nevada in and for the County of Douglas.  
By [Signature] Deputy