

Assessor's Parcel Number: N/A

Date: SEPTEMBER 4, 2015

Recording Requested By:

Name: TAMMY JAMES, TECHNOLOGY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00021836201508692700060062

KAREN ELLISON, RECORDER

CONTRACT #2015.195

(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN
DOUGLAS COUNTY
P O. BOX 218, MINDEN, NEVADA 89423
775 782-9821
"COUNTY"

AND
PAUL EDWARD BELTON
2400 WHISKEY SPRINGS ROAD, RENO, NEVADA 89510
775 846-8088

DOUGLAS COUNTY
CLERK
DEPUTY
2015 SEP -4 AM 9:10
2015.1.95
FILED

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 their designee. Upon Board approval, this contract shall be retroactively effective from July 1, 2015 and run thru June 30th, 2016. The contract will automatically renew annually unless terminated by either party pursuant to Paragraph 6, or terminated pursuant to Paragraph 5.

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:

- (a) Withholding of income taxes by the County;
- (b) Industrial insurance coverage provided by the County;
- (c) Participation in group insurance plans which may be available to employees of the County;
- (d) Participation or contributions by either the independent contractor or the County to the public employees retirement system,
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met

3. INDUSTRIAL INSURANCE. Contractor shall provide an affidavit indicating that she is a sole proprietor and that:

- (a) 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
- (b) 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 outlined in Exhibit A "Scope of Work".

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in ¶ 4 at a cost for entire term of the contract, including any automatic extensions, of not to exceed \$18,000.00, which shall be billable in 1 hour increments at \$100.00 per hour. Upon reaching \$18,000.00 in billed costs, this contract shall automatically terminate. Contractor shall submit an invoice for payment for services performed under this agreement monthly. The invoice shall be paid by the County within 30 business days.

6. TERMINATION OF CONTRACT. This contract may be terminated without cause at any time by either party after a 10 day written notice has been served upon the other party

7. NON APPROPRIATION. 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.

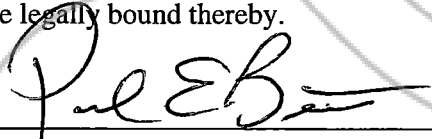
12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials 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 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.

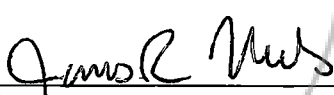
14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

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.



Paul Edward Belton (Date) 8-13-2015



Jim Nichols Douglas County Manager (Date) 8/28/15

**EXHIBIT A
SCOPE OF WORK**

Contractor will provide consulting services defined below:

1. Analysis of the current in-building radio communications for commercial properties.
2. Test current BDA coverage and inspect antenna systems
3. Provide written documentation on building coverage using existing facilities plans.
4. Technical review of vendor submissions and documents and issuance of related opinions.
5. Provide technical expertise during a request for proposal process.
6. Provide assistance as directed by Douglas County Technology Services.

AFFIDAVIT

I, Paul Edward Bolton, 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 13 day of AUGUST 2015.

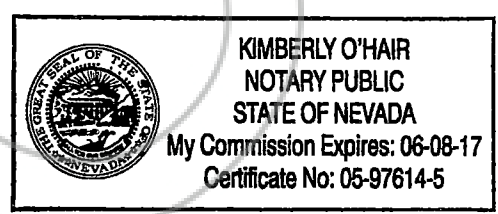
Paul E Bolton
Signature

State of Nevada
County of Douglas

On this 13 day August, 2015 before the undersigned Notary Public, personally appeared Paul Edward Bolton 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.

Kimberly O'Hair
Notary's Signature



Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 13 day of August, 2015.
By Paul E Bolton Deputy