

Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2017

Recording Requested By:

Name: DEBBIE BEAM/COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

CONTRACT #2017.235

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA
AND
JOIN INC.
716 NORTH CARSON STREET, SUITE B
CARSON CITY, NEVADA 89701

NO. 2017.235
2017 DEC -8 PM 3:43
DOUGLAS COUNTY
CLERK
FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and JOIN, Inc., a Nevada 501(c)(3) non-profit corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. Upon approval by the parties, the Contract will be effective from January 1, 2018 to December 31, 2018.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and

(6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. SERVICES TO BE PERFORMED. The Contractor will perform services for the benefit of the County as detailed in the attached "Scope of Work for the Accelerating Advanced Manufacturing Component of the Douglas County Economic Vitality Project."

4. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 3 for a total payment of \$7,500.00 payable by County as follows: \$2,500 payable within 30 days from the County's approval of this Contract, \$2,500 payable within 30 days after May 1, 2018, and \$2,500 payable within 30 days after September 1, 2018.

5. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

6. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

7. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

8. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

9. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

10. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

11. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will 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.

12. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

13. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

14. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

15. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

16. WAIVER OF LIEN. Contractor understands and agrees that the services she will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

17. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or County.

18. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
c/o County Manager's Office
Post Office Box 218
Minden, Nevada 89423

To Contractor: JOIN, Inc.
c/o Denise L. Castle
716 N. Carson Street, Suite B
Carson City, Nevada 89701

19. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to third parties without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract

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

JOIN, Inc.
By: Denise L. Castle 12/27/17
Denise L. Castle, Executive Director (Date)

Douglas County, Nevada
By: Lawrence Werner 12/6/17
Lawrence Werner, County Manager (Date)

Submitted By
Kathy Huber-Halbardier, Project Manager
JOIN Inc, Carson City

Scope of Work for the Accelerating Advanced Manufacturing Component of the Douglas County Economic Vitality Project

Scope of Work:

- Continue one-on-one surveying of businesses in the advanced manufacturing cluster during site visits; continue to target the initial advanced manufacturers interviewed in 2012; goal is to complete two site visits per month through end of calendar year 2018
- Using the original survey instrument, conduct interviews to update the historical data collected and compare/contrast to the new data received for these targeted clients and record any additional data that those manufacturers want to share.
- Record clients' responses and associated needs
- Determine common themes or trends

Outcomes:

- Prepare a written summary of each site visit and associated findings
- Capture this data in Excel spreadsheet as a tracking and sorting database to enhance manufacturer, buyer and/or supplier details and relationships
- Determine resources needed and/or capability to assist
- Outline suggested recommendations for next steps
- Prepare a summary of findings for presentation to County Commission; findings will involve celebrating successes, communicating challenges, acknowledging trends
- Strengthen the "Conversations with CEOs" facilitating public-private partnership and furthering the relationship with the education system at all levels – K-12, Community College and University including internship and apprentice opportunities
- Facilitate regional business to business opportunities introducing local manufacturers to other businesses within the region

Summary:

The overall purpose of this program is to better engage the manufacturing community and understand their operational needs across the spectrum ranging from but not inclusive to access to capital, expansion needs, supplier development, access to workforce, infrastructure, etc. The goal is to provide these manufacturers with access to tools offered across State agencies and other resources.

Contract amount: Total of \$7,500. \$2,500 payable within 30 days from approval of this contract, \$2,500 payable within 30 days of May 1, 2018 and \$2,500 payable within 30 Days of September 1, 2018.

Term: January 1, 2018 – December 31, 2018

COPY

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

Day of 20

By Deputy