

Assessor's Parcel Number: N/A

Date: MAY 14, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS  
(GR)

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

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

Real Property Transfer Tax: \$ N/A



00073316201809141790160164

KAREN ELLISON, RECORDER

**CONTRACT #2018.084**

(Title of Document)

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**OVERHEAD FIRE PROTECTION, INC.**

*[Handwritten Signature]*  
DOUGLAS COUNTY  
CLERK

2018 MAY 11 PM 3:44

NO. 2018.084

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, through the Board of County Commissioners (the "County"), and Overhead Fire Protection, Inc. ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**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 services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services 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.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. The Term of the Contract shall be one month from the effective date and shall automatically renew each month thereafter until either party terminates the Contract by providing the other with at least 30 days written notice.

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

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

*Overhead Fire Protection, Inc. has entered into a contract with Douglas County to perform work related to services related to security system installation and monitoring and requests that an 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: Public Works Department  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform the following:

1. Provision, installation and set-up of a Ademco Vista 50 security control panel, 2 LCD keypads, and new wire and panic buttons, and all services and materials more specifically set forth in Exhibit A, which is incorporated herein by reference; and
2. Installation, programming and ongoing monitoring of the Lake Tahoe Administration Building Security System, as set forth in Exhibit B, which is incorporated herein by reference.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4, Subsection 1 at the cost and materials basis not to exceed Five Thousand, Four Hundred and Forty-Two Dollars (\$5,442.00); Contractor agrees to provide the services set forth in Paragraph 4, Subsection 2 at a cost not to exceed Three Hundred and Seventy-Five Dollars (\$375.00) per year. (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. 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 maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

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.

**8. 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 that there is a conflict between this document and Exhibits A or B, the terms of this document will prevail. 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.

**9. 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.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the 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 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.

**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 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.

**13. 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.

**14. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the 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.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it 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.

**19. 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.

**20. 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  
Attn: Public Works Department  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6480

**To Contractor:** Overhead Fire Protection Inc.  
PO Box 5863 Sparks, NV 89432  
Telephone: 775-856-3444

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests 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. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**22. CHANGES.** County may make or approve changes within the general Scope of Work in this Contract. If such changes affect Contractor's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Contract.

**23. FORCE MAJEURE.** In the event Contractor is delayed in performance of services by any act or neglect of County or anyone for whom County is responsible or by Acts of God, strikes, lockouts, or other events beyond the control of Contractor, then Contractor's compensation and the schedule for this Contract shall be equitably adjusted. In the event delays to the services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

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

**Overhead Fire Protection**

By: Brook Richards

Digitally signed by Brook Richards  
DN: cn=Brook Richards, o=Overhead  
Fire Protection, Inc., ou,  
email=brook@overheadfire.com, c=US (Date)  
Date: 2018.05.09 10:17:48 -07'00'

Brook Richards Corp Secretary/Treasurer

\_\_\_\_\_  
Name/Title

**Douglas County**

By: Randy Roman  
Representative

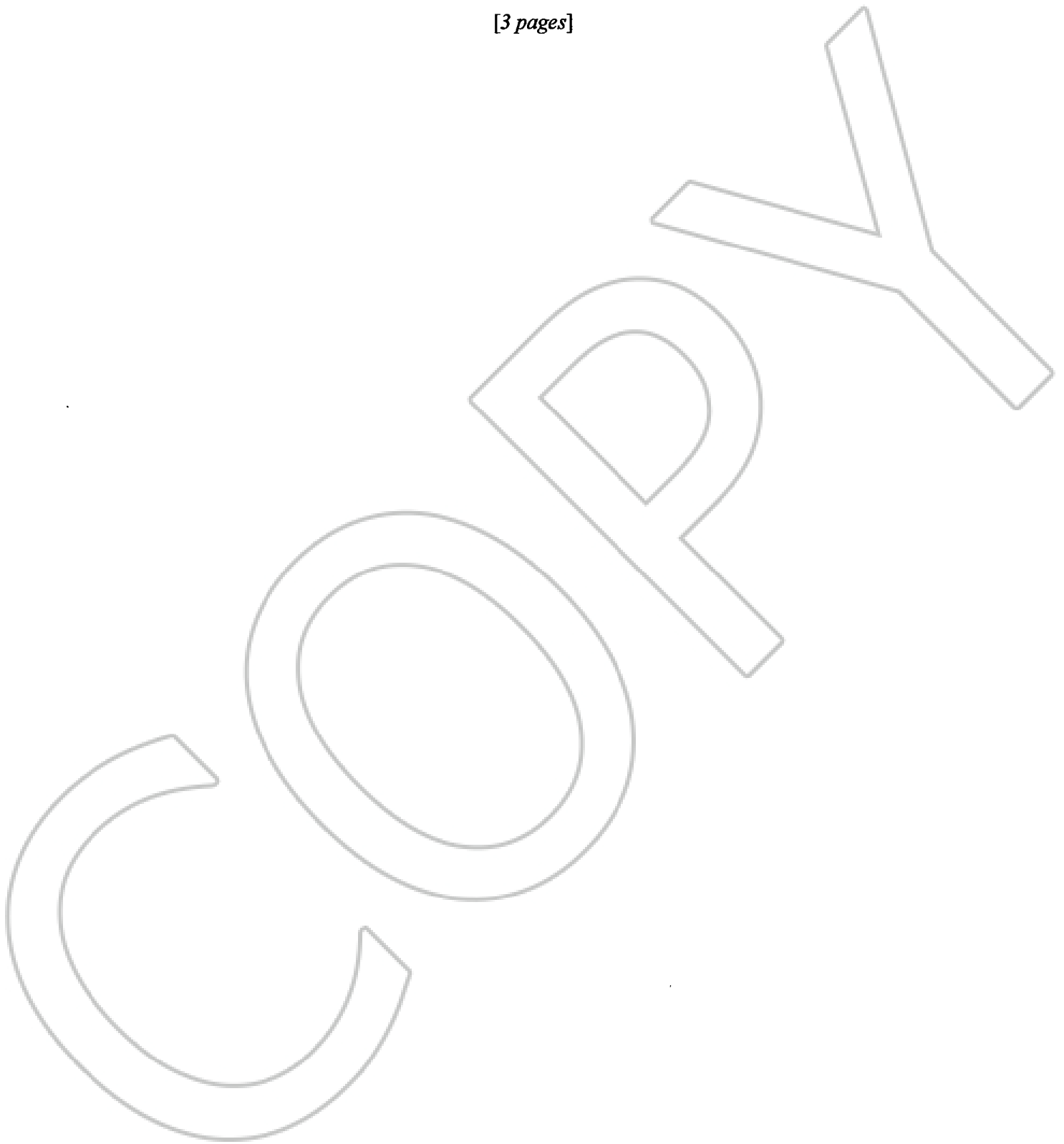
5-9-18

(Date)



**Exhibit A**

[3 pages]







PO Box 5863 | Sparks, NV 89432  
P: 775-856-3444 | F: 775-856-3555  
NV 16599 3m | NV 81101 500k | CA 410047 3m

**April 5, 2018**

**Douglas County Facilities  
PO Box 218  
Minden, NV 89423  
Attn: Glen Radtke**

**Project: Douglas County Facilities/Lake Tahoe Administration Panic Buttons**

**Scope of Work**

Overhead Fire Protection will provide & install a new Ademco Vista 50 security control panel, two new LCD keypads, new wire & panic buttons as needed and all associated hardware at the locations listed on the following page. Technician will program the new control panel for central station monitoring and test & confirm proper point reporting with the monitoring station upon completion.

Technician will utilize & connect existing panic buttons & panic button circuit wiring to the new control panel where possible. If it is determined that any of the existing panic buttons and/or wiring cannot be used, new buttons and/or wire will be provided & installed as needed. If new wire is necessary at any of the proposed panic button locations, the wire will need to be installed from each location to the new control panel located near the 1<sup>st</sup> Floor Reception Desk. Douglas County has agreed to provide assistance with any new wire installation in an attempt to reduce the total billable labor hours required to complete the Scope of Work. Proposal includes travel time, labor and material listed.

**Douglas County Facilities/Lake Tahoe Administration Panic Buttons**

# OVERHEAD FIRE PROTECTION

PO Box 5863 | Sparks, NV 89432  
P: 775-856-3444 | F: 775-856-3555  
NV 16599 3m | NV 81101 500k | CA 410047 3m

April 5, 2018

Douglas County Facilities  
PO Box 218  
Minden, NV 89423  
Attn: Glen Radtke

**Project: Douglas County Facilities/Lake Tahoe Administration Panic Buttons**

## Equipment Locations

- Control Panel & LCD Keypad (New)/1<sup>st</sup> Floor Reception Desk
- Panic Button (New)/1<sup>st</sup> Floor Reception Desk
  
- LCD Keypad (New)/Jail Mod Control
- Panic Button (New)/Jail Mod Control
  
- Panic Button (Existing)/DMV Counter 1
- Panic Button (Existing)/DMV Counter 2
- Panic Button (Existing)/DMV County Services Counter
  
- Panic Button (Existing)/District Attorney Counter 1
- Panic Button (Existing)/District Attorney Counter 2
  
- Panic Button (New)/Justice Court Offices Counter
- Panic Button (New)/Justice Court Offices Rear Storage Closet
  
- Panic Button (New)/Justice Courtroom Judges Bench
- Panic Button (New)/Justice Courtroom Clerks Desk
  
- Panic Button (New)/Juvenile Probation Supervisors Office

Douglas County Facilities/Lake Tahoe Administration Panic Buttons

COPY

**Exhibit B**  
*[ 3 pages ]*

# OVERHEAD FIRE PROTECTION

PO Box 5863 | Sparks, NV 89432  
 P: 775-856-3444 | F: 775-856-3555  
 NV 16599 3m | NV 81101 500k | CA 410047 3m

April 5, 2018

By and between:

**CONTRACTOR**

Overhead Fire Protection, Inc.  
 PO Box 5863  
 Sparks, NV 89432

and

**CUSTOMER**

Douglas County Facilities  
 PO Box 218  
 Minden, NV 89423  
 Attn: Glen Radtke

Location	Security System Monitoring
Lake Tahoe Administration Bldg Stateline, NV 89449	\$375.00/Annually

**Total Annual Investment Price**  
**\$375.00 (Three Hundred Seventy-Five Dollars)**

**CENTRAL STATION MONITORING**

We propose to provide 24-hour central station monitoring of your Security System. Monitoring agreement services include ...

- Digital communicator timer test.
- Supervision of digital communicator and telephone service.
- Call out notification of alarm, trouble and supervisory occurrences.
- All monitoring performed at Overhead Fire Protection, Inc's designated and UL Listed central station.

**DIGITAL COMMUNICATOR PROGRAMMING**

Overhead Fire Protection will install and program a new Ademco Vista control panel for security system monitoring purposes. Any costs associated with the new control panel installation are not included in this proposal. Customer has been provided a separate proposal which will cover the control panel installation and programming. Upon completion, signals shall be transmitted to our central station and verified for proper receipt.

Security system communicator shall connect to one (1) telephone line, provided by you, for monitoring purposes. Upon completion, signals shall be transmitted to our central station and verified for proper receipt.

Agreement coverage will begin upon monitoring service activation. The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of Contractor and is provided for the Customer's use only. No waiver, change, or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor. The term of this agreement shall be one (1) month from monitoring service activation and shall automatically renew each month thereafter until either party terminates said agreement with at least thirty (30) days written notice. Contractor's current charge shall apply for each renewal period.

During the initial agreement term, Customer shall pay the Contractor for the work performed by Contractor as designated in contract options defined in the Agreement portion of this contract. The Customer shall pay the Contractor the full amount of all billing invoices for work performed by Contractor within forty-five (45) days after the mailing of the billing invoice. Customer shall remain responsible for the payment of invoices for services performed by Contractor through the date of the termination of this agreement. Customer shall pay the Contractor a finance charge of one and one-half percent (1 ½%) per month on the amount of all past due invoices. If Customer fails to pay the full amount due Contractor may at its option, terminate this contract and in any event will not be obligated to perform any additional work until the amount past due has been received by the Contractor.

Contractor's obligation to perform the work described in this Agreement is not and shall not be construed as an assumption or assignment of exclusive control or responsibility for the maintenance, repair or condition of any fire protection equipment or the fire protection system. Customer retains control of all fire protection equipment and the fire protection system, and Customer shall at all times have and bear the exclusive responsibility for the maintenance, repair, condition and operability of all fire protection equipment and the fire protection system.

The inspection/test results shall be entered on the Contractor's current report form. The Contractor will forward reports of inspections to the fire department (or to other local authority authorized to receive such reports), and to the Customer. The Report and any recommendations by the Contractor are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to property by indicating obvious defects or impairments in the equipment and/or system inspected and/or tested. Contractor's reports are not intended to imply that any or all other defects, hazards, impairments, inadequacies or other aspects of the equipment and/or system have been detected, addressed, remedied or controlled at the time of inspection. Final responsibility for the condition and operation of the fire protection equipment and fire protection system remains with the Customer at all times.

The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any field adjustments. Should Customer request any such work, the Contractor shall perform on a time & material basis or provide the Customer with an estimated price before the additional work is performed.

Emergency service requested by Customer will be provided at extra charge. Any service calls received after close of the normal industry workday, weekends and holidays will be charged at the emergency service rate in effect at the time of the service call.

In the event additional equipment is installed after the date of this Agreement, the inspection charges shall be increased in accordance with Contractor's prevailing rates as of the first inspection of such additional equipment.

Customer hereby acknowledges Customer's obligation and responsibility to maintain all equipment and maintain a system in good repair and operative condition. Customer covenants and warrants that Customer will, at all times, prudently and diligently maintain all equipment and systems in good repair and operative condition, free of any defects, hazards, impairments, or inadequacies.

The Contractor makes no warranties, express or implied, relating to any work or services performed under this Agreement. To the maximum extent permitted by law, the Contractor disclaims all warranties, express, implied or statutory, including, but not limited to, any implied warranties of merchantability, or fitness for a particular purpose.

Customer shall indemnify, defend and hold Contractor harmless of an from any and all claims, causes of action, liabilities, proceedings, litigations, costs, fees, expenses, injuries, losses and damages of any kind, asserted by any person or entity, arising out of Customer's failure to perform or comply with Customer's obligations under this Agreement, Customer's failure to comply with applicable laws, codes, ordinances, rules or regulations, or any act or omission (e.g. negligence, inadvertence, oversight, reckless or wantonness) of Customer or out of any alleged act or omission of Customer, including, but not limited to, any claim or cause of action asserted by any third party for personal injury, death, or property damage arising from Customer's failure to maintain any fire protection equipment or system or Customer's failure to keep any such equipment or system in good repair or operative condition.

**THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**Overhead Fire Protection, Inc.**

By:

Printed Name: **Daren Hargett**  
**Overhead Fire Protection, Inc**

**Accepted by Customer**

By:

Printed Name:

Title:

Date:

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

14<sup>th</sup> day of March, 2018

By: [Signature] Deputy