

Assessor's Parcel Number: N/A

Date: SEPTEMBER 18, 2019

Recording Requested By:

Name: KATHY LEWIS, CLERK-TREASURER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

PERSONAL SERVICES CONTRACT #2019.161

(Title of Document)

9-18-19
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature]
DEPUTY

PERSONAL SERVICES CONTRACT FOR COMPUTER SERVICES

This agreement is made and entered into by and between Douglas County, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and Helion Software, Inc., licensed to do business in the State of Nevada under Business ID No. [pending] computer consulting firm, hereinafter referred to as "CONTRACTOR".

RECITALS

- A. COUNTY requires the professional services of a computer programming consulting firm with the particular training, abilities, knowledge, qualifications and experience to serve as the firm to provide computer services for COUNTY.
- B. CONTRACTOR possesses such training, abilities, knowledge, qualifications and experience and is willing to perform the services for COUNTY as set forth herein;
- C. COUNTY does not seek to hire CONTRACTOR as an employee(s) of COUNTY nor does CONTRACTOR desire to be an employee(s) of COUNTY for performance of the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth herein, it is hereby agreed as follows:

- 1. CONTRACTOR shall provide to COUNTY comprehensive computer services as specified in Exhibit A, attached hereto and by reference incorporated herein.
- 2. The term of this contract shall be for a period of 6 months, beginning July 1, 2019 and ending upon completion of contracted services, but no later than 12/31/2019, unless earlier terminated as provided herein. The parties may, by mutual agreement in writing, extend the term of this contract beyond 12/31/2019 but not to exceed 6/30/2019
- 3. As compensation for the computer services described in Exhibit A, COUNTY shall pay to CONTRACTOR the following amounts:
 - a. \$2,500 for software Installation, configuration, training and data conversion due upon completion of training.
 - b. Any other consulting services as requested, \$150 per hour, not to exceed \$1,500
- 4. Unless otherwise directed by motion or resolution of COUNTY the County Clerk shall be the primary liaison between CONTRACTOR and COUNTY. In this capacity, the County Clerk shall have responsibility for administering this agreement and shall conduct such reviews and evaluations as he/she may deem appropriate to encourage the provision of prompt, professional and cost-effective computer services.

5. The compensation provided herein shall be exclusive and COUNTY shall neither pay nor provide CONTRACTOR with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by COUNTY to CONTRACTOR for any purpose whatsoever unless otherwise agreed in writing. CONTRACTOR shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of COUNTY's payment of compensation hereunder to CONTRACTOR.
6. This contract is personal as to CONTRACTOR, and CONTRACTOR may not subcontract any portion of the services to be performed hereunder without the prior written approval of COUNTY; provided, nothing herein shall prohibit any other computer consultants employed by CONTRACTOR or in a firm of which he shall be a member to assist CONTRACTOR in carrying out the responsibilities herein.
7. CONTRACTOR may, during the term of this agreement, work for or be employed by any other person or entity, subject to paragraph 8, below; provided, that such employment or work shall not impair performance of CONTRACTOR's services to COUNTY hereunder.
8. CONTRACTOR shall not, at any time during the term of this agreement, be employed by, perform computer consulting for another party or client when to do so would conflict in any manner or degree with the performance of services to COUNTY hereunder. This prohibition on conflicts of interest shall extend to CONTRACTOR and to any employee of CONTRACTOR and or sub-CONTRACTOR.
9. This agreement is not a contract of employment. The parties intend that CONTRACTOR, in performing the services specified herein, shall be and act as an independent CONTRACTOR and shall have professional control of the work and the manner in which it is performed. CONTRACTOR shall have the sole authority to determine the manner and means of performing the services described herein and COUNTY shall not interfere with, control or direct the manner or method in which such services are performed; provided, COUNTY shall direct CONTRACTOR as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of CONTRACTOR's services. CONTRACTOR shall not be considered an agent of COUNTY.
10. CONTRACTOR shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
11. In the event CONTRACTOR's labor or services shall be performed by its employees, such employees shall be and at all times remain the employees of CONTRACTOR, under the CONTRACTOR's sole and exclusive control, and shall not be deemed employees of COUNTY for any purpose.
12. If CONTRACTOR is a subject employer for workers' compensation or unemployment insurance purposes, CONTRACTOR shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at COUNTY's request.
13. CONTRACTOR represents that he has filed federal and state income tax returns (a) in his business name; or (b) on a business Schedule C as part of his personal income tax returns, if CONTRACTOR provided computer consulting services as any independent CONTRACTOR during the previous calendar year.

14. CONTRACTOR represents that the services to be provided under this contract are held out to the public as provided by an independent established business. To that end, CONTRACTOR represents that at least four of the following apply to CONTRACTOR's business (*indicate those that apply*):

- (a) The services are primarily carried out at a location that is separate from the residence of the individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, set aside as the location of the business;
- (b) Commercial advertising or business cards, as customary in operating similar businesses, are purchased for CONTRACTOR's business or CONTRACTOR has a trade association membership;
- (c) CONTRACTOR maintains telephone listing and service that is separate from his personal residence listing and service used by an individual who performs CONTRACTOR's labor or services;
- (d) CONTRACTOR performs labor or services only pursuant to written contract;
- (e) CONTRACTOR performs labor or services for two or more different persons annually;
- (f) CONTRACTOR assumes financial responsibility for defective workmanship or general liability insurance relating to the services to be provided.

15. COUNTY has relied upon the professional ability, qualifications and training of CONTRACTOR as a material inducement to enter into this agreement. CONTRACTOR warrants that all of its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of any claim. CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceeding arising from or relating to the negligence, wrongful acts, or omissions of CONTRACTOR in connection with the performance of any services hereunder. CONTRACTOR shall not be responsible for claims caused by the negligence or other wrongful acts of omissions of COUNTY or its officers, employees, or agents.

16. This contract sets forth the entire agreement between the parties and may not be modified or altered except in writing, signed by both parties.

17. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Attn:

Kathy Lewis, CPA
Douglas County, NV Clerk
P.O. Box 21
1616 8th St
Minden, NV 8943

CONTRACTOR: Helion Software, Inc.
Attn: Murray Giesbrecht
P.O. Box 3506

Salem, OR 97302

18. At any time and without cause, COUNTY shall have the right in its sole discretion, to terminate this agreement by giving 45-day prior written notice to CONTRACTOR. If COUNTY terminates this contract pursuant to this paragraph, it shall pay CONTRACTOR for services rendered to the date of termination.

At any time and without cause, CONTRACTOR shall have the right in its sole discretion, to terminate this agreement by giving 45-day prior written notice to COUNTY.

19. This agreement may be terminated by COUNTY without advance notice if CONTRACTOR willfully and repeatedly fails or refuses to comply with the policies, rules, regulations and standards established by COUNTY which are communicated to CONTRACTOR.

20. 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.

21. Nothing in the Contract will be construed to provide CONTRACTOR with a right of payment from any entity other than COUNTY. Any funds budgeted by COUNTY pursuant to the terms of the Contract that are not paid to CONTRACTOR will automatically revert to COUNTY's discretionary control upon the completion, termination or cancellation of the Contract. 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.

22. Neither COUNTY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of COUNTY or CONTRACTOR. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

23. If any term of provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. The failure of COUNTY to enforce any provision of this Agreement shall not constitute a waiver by COUNTY of that or any other provision. The failure of the CONTRACTOR to enforce any provision of this Agreement shall not constitute a waiver by the CONTRACTOR of that or any other provision.

Helion Software, Inc.

Signature: *Murray Giesbrecht*

Name: Murray Giesbrecht

Title: C.E.O

Date: July 30, 2019

COUNTY

Signature: *Kathy Lewis*

Name: Kathy Lewis

Title: Clerk / Treasurer

Date: 9/17/19

EXHIBIT A

Fictitious Firm Name System Installation, Training and Data Conversion

1. Helion will install and configure the Fictitious Firm Name software
2. Helion will convert data exported from the County's current into the Helion system. The County is responsible for the exported data. Helion will accept any text formatted file including a spreadsheet.
3. Helion will provide training for the Fictitious Firm Name System.
4. Training will occur 7/01/2019 through 12/31/2019 at a site provided by COUNTY.
5. COUNTY will also provide all necessary computer equipment. Windows 7 or newer PC's for the desktop and SQL Server database server.
6. Actual training schedule will be developed by Helion and COUNTY staff.
7. Helion will establish a remote service procedure whereby a personal computer or similar equipment may be employed for service assistance. This is to allow Helion to do remote support. Helion will work with County IT to establish how they want us to do this.

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

18th day of August, 2019

By [Signature] Deputy