

Recorder's Office Cover Sheet

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Department: COMMUNITY DEVELOPMENT



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

P.O. Box 218
MINDEN, NV 89423

AND

TRUEPOINT SOLUTIONS

744 MAYS BLVD, 10-
377
INCLINE VILLAGE, NV 89451

FILED

NO. 2020-215

12-31-20
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

This Contract for services by an Independent Contractor (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Board of County Commissioners and TruePoint Solutions, a Nevada Corporation, Nevada Business ID# NV20111143 792 (hereafter "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 as authorized by Nevada Revised Statutes ("NRS") Chapters 244 and 332; and

WHEREAS, it is deemed the professional services of Contractor, herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional 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. The Contract will become effective on the later date it is approved and signed by authorized representatives of the Parties and shall continue until December 31, 2021 unless terminated as set forth herein. Time is of the essence for performance of the professional services described herein.

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 333.700 et. al., as necessarily adapted, to the Parties, including 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 independent contractor or the

- County to the public employees 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. 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, the 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, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that the Contractor has made the following written request to Contractor's insurer:

TruePoint Solutions has entered into a contract with Douglas County to perform work from January 1, 2021 to December 31, 2021 and requests that the authorized insurer provide to Douglas County: (!) 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
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain 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 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 the professional services to be performed are the support and maintenance of the Accela Civic Platform Modules for Building, Engineering, and Planning Divisions, as well as Accela Add-On products, all as further described in the attached On-going Service and SOW, which is incorporated herein as Exhibit "A." This Contract shall control over Exhibit A as to any conflicts, terms and conditions or interpretation which may arise.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a total cost not to exceed Forty-five Thousand Dollars (\$45,000) (the "Contract Price"). The Contract Price includes Two Hundred seventy-two (272) hours of labor. 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

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and 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: Community Development
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6201
Physical: 1594 Esmeralda Ave.
Minden, NV 89423

To Contractor: Kent Johnson, CEO
TruePoint Solutions
774 Mays Blvd, 10-377
Incline Village, NV 89451
Telephone: (916) 607-4490

21. CONFLICT OF INTEREST. By signing this 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 this Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

TruePoint Solutions

By: *Kent Johnson* 12-30-2020
Kent Johnson, CEO (Date)

Douglas County
By: *[Signature]* 12/30/20
Patrick Cates, County Manager (Date)

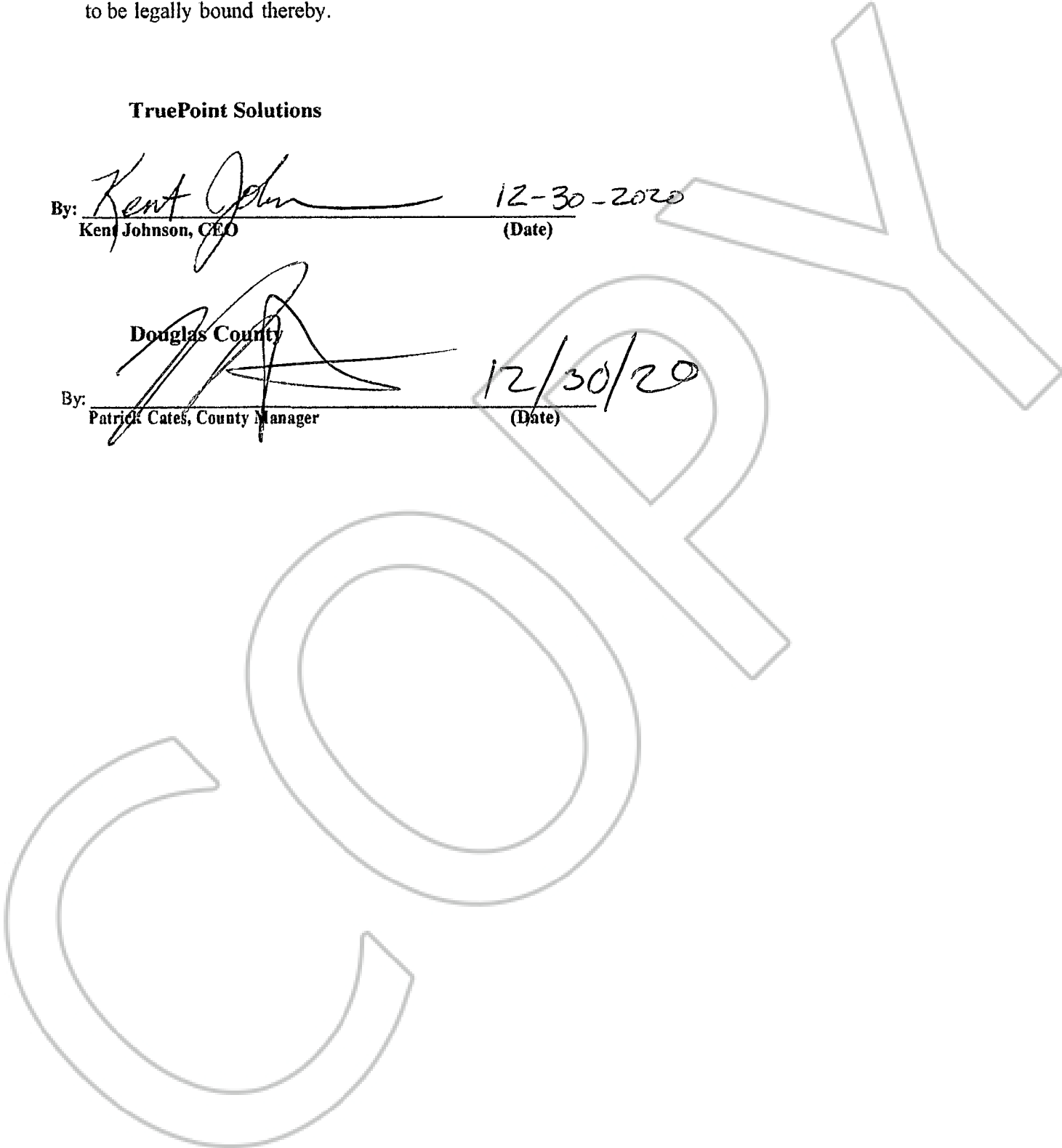


EXHIBIT A
On-going Service & SOW





Douglas County, Nevada

On-Going Service - Statement of Work

12/11/2020

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I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 16+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Current implementation projects which TruePoint is involved include:

Civic Platform Projects/Clients

- | | | | |
|------------------------|-----------------------|---------------------------|---|
| ➤ Alameda, CA | ➤ Oakland, CA | ○ Adams County, CO | ○ Sacramento County, CA |
| ➤ Albany, OR | ➤ Omaha, NE | ○ Arapahoe County, CO | ○ San Diego County, CA |
| ➤ Atlanta, GA | ➤ Oklahoma City, OK | ○ Bexar County, TX | ○ San Mateo County, CA |
| ➤ Asheville, NC | ➤ Ontario, CA | ○ Boulder County, CO | ○ Stanislaus County, CA |
| ➤ Benicia, CA | ➤ Palo Alto, CA | ○ Buncombe County, NC | ○ Weld County, CO |
| ➤ Berkeley, CA | ➤ Peoria, AZ | ○ Clackamas County, OR | ○ Washoe County, NV |
| ➤ Boise, ID | ➤ Pleasanton, CA | ○ Carroll County, MD | ○ Yakima County, WA |
| ➤ Ceres, CA | ➤ Pleasant Hill, CA | ○ Cobb County, GA | |
| ➤ Clearwater, FL | ➤ Reno, NV | ○ Contra Costa County, CA | ○ City and County of Denver |
| ➤ Cleveland, OH | ➤ Rochester, MN | ○ Douglas County, NV | ○ Menlo Park Fire |
| ➤ Concord, CA | ➤ Roseville, CA | ○ Guilford County, NC | ○ Placer Air Pollution Control Dist. |
| ➤ Corvallis, OR | ➤ Sacramento, CA | ○ Gwinnett County, GA | |
| ➤ Elk Grove, IL | ➤ San Leandro, CA | ○ Hillsborough County, FL | ○ Town of Los Gatos, CA |
| ➤ El Paso, TX | ➤ Santa Monica, CA | ○ Jackson County, OR | ○ Town of Paradise, CA |
| ➤ Fremont, CA | ➤ Salt Lake, UT | ○ King County, WA | ○ Town of Queen Creek, AZ |
| ➤ Fort Collins, CO | ➤ San Antonio, TX | ○ Lake County, CA | ○ Town of Sahuarita, AZ |
| ➤ Grand Rapids, MI | ➤ Spokane, WA | ○ Leon County, FL | |
| ➤ Grass Valley, CA | ➤ Stockton, CA | ○ Maricopa County, AZ | ○ CA, Department of Water Resources (DWR) |
| ➤ Hesperia, CA | ➤ Tacoma, WA | ○ Marion County, IN | ○ CA, Office of Statewide Health and Planning (OSHPD) |
| ➤ Indianapolis, IN | ➤ Tigard, OR | ○ Monterey County, CA | ○ CA, State Lands Commission Resources (CSLC) |
| ➤ Livermore, CA | ➤ Virginia Beach, VA | ○ Montgomery County, OH | ○ DC - Office of State Superintendent of Education |
| ➤ Madison, WI | ➤ Visalia, CA | ○ Napa County, CA | ○ State of Montana |
| ➤ Martinez, CA | ➤ Walnut Creek, CA | ○ Nevada County, CA | ○ Tahoe Regional Planning Authority |
| ➤ Maryland Heights, MO | ➤ Watertown, WI | ○ Pasco County, FL | ○ University of Minn. |
| ➤ McAllen, TX | ➤ West Sacramento, CA | ○ Pima County, AZ | |
| ➤ Missoula, MT | ➤ Whistler, BC | ○ Pinal County, AZ | |
| ➤ Moreno Valley, CA | ➤ Yuba City, CA | ○ Placer County, CA | |
| ➤ New York City, NY | | | |

III. Project Scope

Project Understanding

TruePoint Solutions appreciates the opportunity to work with the County to enhance the utilization of your Accela Civic Platform products and support the day to day needs of your end users. The Accela Civic Platform is very feature rich and can be continually enhanced to better support your business needs. As we support your needs, we will also focus on knowledge transfer of the Accela Civic Platform features.

TruePoint Solutions proposes a blanket as needed support agreement to work with County staff to support and enhance the Accela Automation functionality. TruePoint can advise, configure, support and train all aspects of the Accela Civic platform and currently works with over 50 hosted Accela customers on the Accela East, West and Canadian hosted sites.

Proposed Services

As Needed Expert Support and General Maintenance

This service will provide day-to-day as need or on call support above and beyond what is provided by Accela Customer Resource Center. It will also provide a budget to continually enhance and expand the County's Accela configuration.

- Training as need on any aspect of Accela. Training can be done on-site or remote
- Advise on how to most efficiently configure the Accela Civic Platform based on experience we have gained from over 100 customers
- Miscellaneous configuration changes as requested
- Scripting for business process automation
- Fee configuration and enhancements
- Report Development and Support using Ad-Hoc or Crystal
- Accela Citizen Access rollout, support and enhancements
- Accela GIS(Geographic Information System) support
- Day-to-day phone support and issue resolution
- Electronic Plan Review

Services Costs


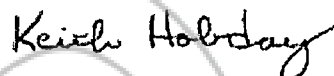
Services will be delivered at a rate of \$165 per hour

Services under this agreement will be for January 1, 2021 thru December 31, 2021

Services will be billed monthly on a T@M hourly basis as work is requested by the County.

SIGNATURE

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted Douglas County, NV.	Accepted TruePoint Solutions
By: 	By: 
Print Name: THOMAS DALAINE	Print Name: Keith Hobday
Title: DIRECTOR COMMUNITY DEV.	Title: Partner
Date: 12.30.2020	Date: 12/11/2020

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

31st day of Dec, 20 20

By:  Deputy