

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** SCOTT MORGAN

**Department:** COMMUNITY SERVICES



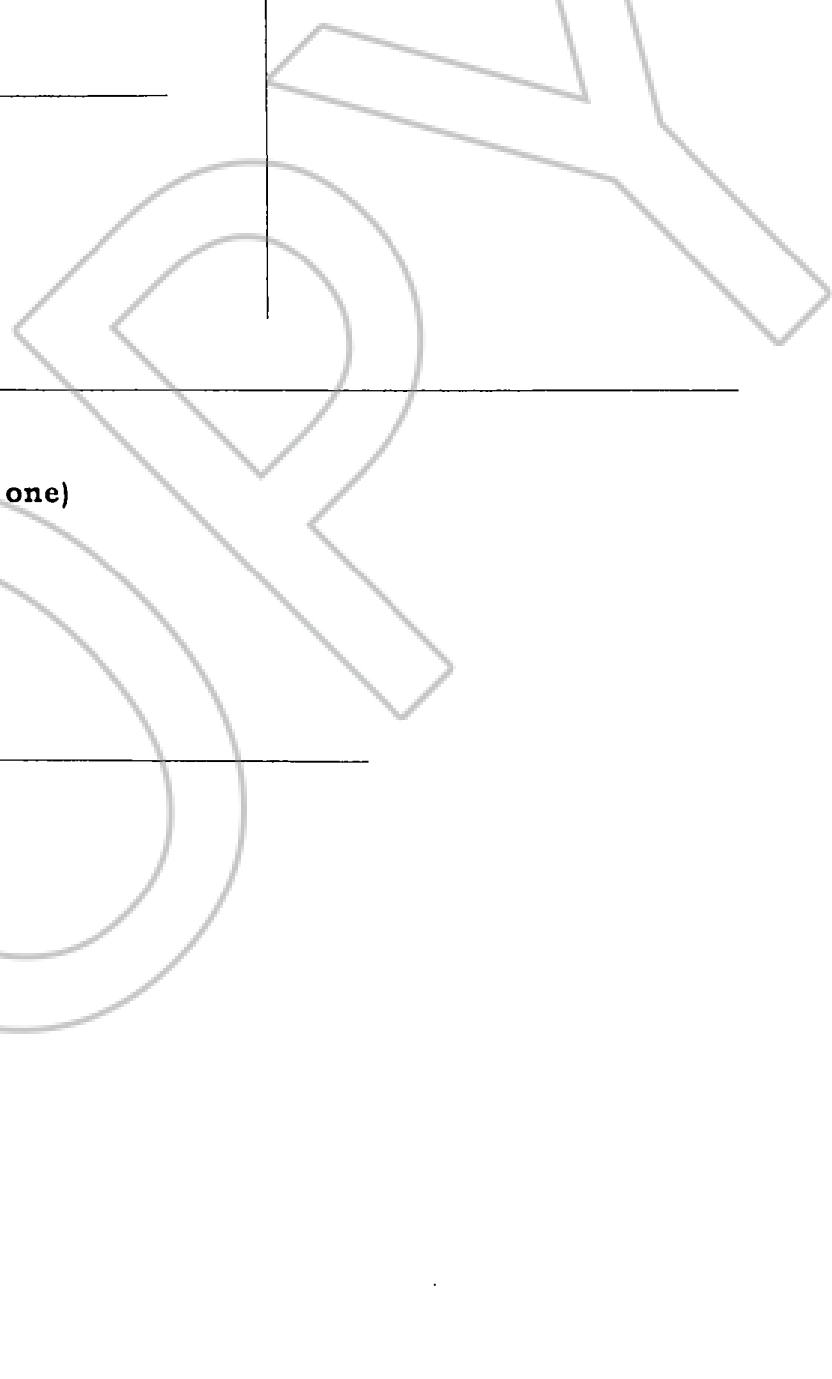
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KAREN ELLISON, RECORDER

**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

**Brian Fitzgerald**  
**1215 Bobwire Lane**  
**Gardnerville, NV 89460**  
**Phone 775-721-7884**

**FILED**  
**NO. 2021-106**  
**7-9-21**  
**DATE**  
**DOUGLAS COUNTY CLERK**  
**MINDEN, NV**  
**BY: [Signature] DEPUTY**

This Contract for Services by an Independent Contractor (hereafter "Agreement") is entered into by and between Douglas County, a political subdivision of Nevada (hereafter "County") through the Community Services Department, and Brian Fitzgerald, an individual (hereafter "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 professional services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that he 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. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective as of July 1, 2021, and will remain in effect through December 31, 2021. The Agreement may be extended to conduct additional investigation, provided funding is available, and both parties agree to extend the Agreement in writing on mutually acceptable terms.

**2. SERVICES TO BE PERFORMED.** Contractor shall provide professional services to County as detailed in Exhibit A attached hereto and incorporated herein.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 2 at a cost not to exceed **\$10,000**. Contractor shall bill County for services rendered to County on an hourly basis at the rate of \$75 per hour. Contractor is solely responsible for providing all

materials, supplies, travel costs, insurance, and other costs necessary to perform Contractor's services. Contractor agrees to send a monthly invoice to County for the services rendered to County no later than ten (10) days after the end of each month and payment will be due to Contractor within 30 days of the County's receipt of Contractor's invoice

**4. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the Contractor shall have the status of and shall perform all work under this agreement as an independent Contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) 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.

**5. 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:

*Brian Fitzgerald has entered into an agreement with Douglas County to provide professional services from July 1, 2021 to December 31, 2021 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  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the appointment. If Contractor does not maintain coverage throughout the entire

term of the appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to Contractor during the time the coverage is not provided or has lapsed.

**B.** Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit in the form attached hereto as **Exhibit B** indicating that he is a sole proprietor and that:

1. 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
2. Is otherwise in compliance with those terms, conditions and provisions.

**6. TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party for any reason at any time upon 10 calendar days written notice. Contractor shall be paid for all services rendered to County up to the effective date of termination. .

**7. NON-APPROPRIATION.** All payments under this Agreement 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 Agreement shall not exceed those monies appropriated and approved by Douglas County for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Douglas County's obligations under it shall be extinguished if Douglas County fails to appropriate monies. Nothing in this Agreement shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by Douglas County under this Agreement that are not paid to Contractor shall automatically revert to Douglas County's discretionary control upon the completion, termination, or cancellation of the agreement. Douglas 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. CONFIDENTIALITY.** This Agreement contemplates that Contractor may have access to confidential information not considered to be a public record. Contractor is under a duty to retain confidential information disclosed by the County or employees subject only to disclosure as authorized by the County, or by court order, or state or federal law.

**9. CONSTRUCTION OF AGREEMENT.** This agreement shall 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 Agreement. 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, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**10. 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 Agreement, including but not limited to the Fair Credit Reporting Act as set forth 15 USC 1618a, and all federal, state, and local accounting procedures and requirements, and all immigration and naturalization laws.

**11. ASSIGNMENT.** Contractor shall not assign, transfer, nor delegate any rights or obligations or duties under this Agreement.

**12. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this Agreement shall be subject to inspection, examination and audit by Douglas 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.

**13. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential under applicable law 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 239.030, 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 Douglas 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. MODIFICATION OF AGREEMENT.** This Agreement and attached exhibit(s) constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

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

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

**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.

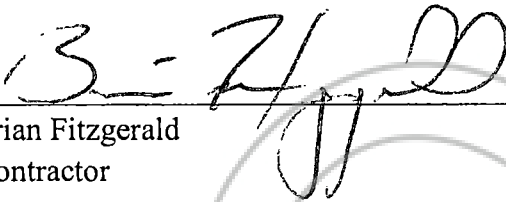
**18. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service

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 set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).

**19. CONFLICT OF INTEREST.** By signing the Agreement, Contractor agrees that any confidential information obtained from Douglas County, in whatever form, will not be divulged to other interests without the permission of Douglas County. In the event of a breach of this provision, County may immediately withdraw, without penalty or any payment, from the Agreement. Contractor must notify County of any other contracts or projects Contractor is working on that may impact Douglas County.

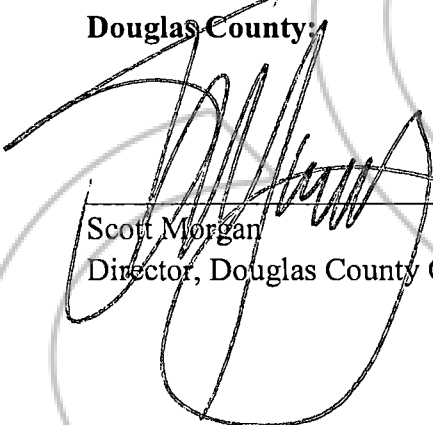
IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services by an Independent Contractor between Brian Fitzgerald, and Douglas County to be signed and intend to be legally bound thereby.

**Brian Fitzgerald (Contractor):**

  
\_\_\_\_\_  
Brian Fitzgerald  
Contractor

7/1/21  
\_\_\_\_\_  
(date)

**Douglas County:**

  
\_\_\_\_\_  
Scott Morgan  
Director, Douglas County Community Services

7/7/21  
\_\_\_\_\_  
(date)

# EXHIBIT A

## SCOPE OF WORK

- Contractor will assist with the compliance review of various client cases within the Social Services Division and related work by Douglas County Social Services case manager(s), as directed by the Community Services Director, the County Manager, or the Douglas County Director of Human Resources.
- Contractor will document any irregularities and non-compliance with County policies, internal practices and grantor/third-party requirements and/or regulations.
- Douglas County will provide access to all information needed, copy machine, equipment, office supplies and any resources in order for Contractor to complete his work.
- Contractor understands that he will have access to personal and confidential information and will comply with all confidentiality requirements.
- Contractors work will be performed/billed at \$75 per hour not to exceed \$10,000 over the term of the Agreement.
- All information prepared/analyzed by Contractor will become the sole property of Douglas County.

**EXHIBIT B**

**AFFIDAVIT**

I, Brian Fitzgerald, 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 from all liability associated with claims made against me in the performance of this contract as it may relate to any compliance with NRS Chapters 616A-616D, inclusive.

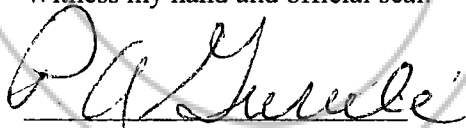
Signed this 7 day of July, 2021.

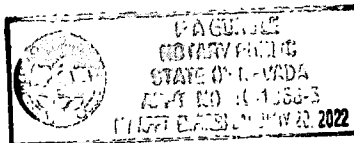
By:   
 Brian Fitzgerald

State of Nevada )  
 ) ss:  
 County of Douglas )

On this 7 day of July, 2021, before the undersigned Notary Public, personally appeared Brian Fitzgerald, 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.

  
 Notary's Signature





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

9<sup>th</sup> day of July, 2021  
By [Signature] Deputy