

Recorder's Office Cover Sheet

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Department: COMMUNITY SERVICES



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between Douglas County, Nevada, by and through the Community Services / Parks & Recreation Department and

Andrea Erickson
Name/Title of Independent Contractor

1618 Olua Street

Minden. NV 89423
Address of Independent Contractor

NO. 2021-116

7-22-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

This contract for Services of Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the state of Nevada (the "County"), and Andrea Erickson, an independent contractor ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

WHEREAS, it is deemed that the services of the contractor herein specified are both necessary and desirable and in the best interest of Douglas County and,

WHEREAS, the contractor represents that he/she is duly qualified, equipped, staffed, ready, willing, and able to perform and render the services herein described.

NOW THEREFORE, in consideration of the promises herein made, the parties mutually agree as follows:

1. Effective date and term of contract. Upon approval the Douglas County Board of Commissioners, this Contract shall be effective retroactive to January 7, 2021, and shall remain in effect to June 30, 2026, unless earlier terminated by the parties pursuant to the terms of this agreement.

2. Independent Contractor Status / Not a Contract of Employment. The parties agree that the 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(3)(b), as necessarily adapted to the parties including that contractor is not a County employee, and that there shall be no: (1) withholding of income tax by the County; (2) industrial insurance coverage provided by the County; (3) participation in group insurance plans which may be available to employees of Douglas County; (4) participation or contributions by either the independent contractor or the County to a public employee's retirement system; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by the County if the requirement of NRS 612.085 for independent contractors are met.

3. Industrial Insurance. Contractor agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate issued by a qualified insurer in accordance with NRS §616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

Andrea Erickson has entered into a contract with Douglas County to perform work from January 7, 2021 to June 30, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, 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 Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or immediately terminate the contract.

4. Scope of services to be performed by contractor. The parties agree that the services to be performed by contractor are as follows:

A. Operate the Valley Preschool program (the "program") at the Douglas County Community & Senior Center located at 1329 Waterloo Lane, Gardnerville, Nevada. Contractor shall produce a Parental Handbook to cover philosophy, program description and general policies of operation.

B. Comply with all conditions for maintaining a licensed program in accordance with the laws, regulation, and standards of the State of Nevada for child care facilities.

C. Maintain, publicize, and promote the program as a Douglas County Community Services / Parks & Recreation affiliated activity.

D. Comply with all Douglas County Community Services / Parks & Recreation Department (hereafter the "department") program policies including the Douglas County Community Services / Parks & Recreation Department satisfaction guarantee.

E. Promote the program through listings in the Douglas County Community Services / Parks & Recreation Department's seasonal activity guide. Press releases and flyer distribution are also expected in order to maintain a consistent marketing effort for the program. All promotional material must be reviewed by the department prior to distribution.

F. Manage, and operate the program in accordance with the rules and regulations established by the Douglas County Community Services / Parks & Recreation Department with respect to use of facilities.

G. Require all participants to register using registration forms supplied by the Douglas County Community Services / Parks & Recreation Department, and make payment directly to the department at the Douglas County Community & Senior Center on Waterloo Lane. The contractor will not accept any payment or allow anyone to participate in the activity free of charge or at a reduced rate without the department's prior approval.

H. Staff the program and train employees at a level which ensures adequate staffing and compliance with the State of Nevada child care licensing requirements in order to ensure the highest degree of supervision and quality for the program. If any staff members are hired the contractor shall provide to department results of background checks and references of each new hire including a F.B.I. fingerprint background check. All new hires must be approved by the Douglas County Community Services / Parks & Recreation Department prior to beginning employment. Any staff hired by contractor shall be deemed employees of the contractor and not employees of Douglas County.

I. Supervision. The Director must personally supervise the program in accordance with Nevada State licensing requirements.

J. Payments and refunds. The contractor shall require, from each participant, tuition payment for the services rendered by this program. Tuition amounts charged to participants shall be mutually agreed upon by the parties. The contractor does not have the right to reduce, increase or waive fees for any program participant. Only the Douglas County Community Services / Parks & Recreation Department may reduce, increase, waive, or adjust fees at its sole discretion. The contractor agrees to abide by the Douglas County Community Services / Parks & Recreation Department satisfaction guarantee and allow refunds at the Douglas County Community Services / Parks & Recreation Department's sole discretion. The contractor may from time to time offer special events, programs, crafts or classes which require additional fees from program participants. All of these programs must first be reviewed and approved by the department.

5. Disputes. Should any disputes arise between the contractor and the Community Services / Parks & Recreation Department regarding day to day operations of the pre-school program, the Parks & Recreation Commission will review the party's respective positions and make recommendations to the County Manager, who shall have the final authority and responsibility to resolve any such disputes.

6. Equipment. The contractor agrees to provide all equipment, supplies, craft material, snacks, and other materials necessary to operate a quality preschool program. Douglas County Community Services / Parks & Recreation Department remains the owner of all fixed assets and fixtures needed and utilized by the contractor in the course and scope of this agreement. Douglas County Community Services / Parks & Recreation Department will be responsible for maintaining and replacing any of the County owned property utilize by the contractor.

7. Douglas County vans or buses may be utilized for the transportation of preschool participants and staff. The vehicles shall be used for the transportation designated by contractor within the Application for Vehicle use, which must first be completed by contractor in accordance with County policy. A request for vehicle use will be granted based upon availability after the needs of the Community Services Department have first been met. A Douglas County employee must be utilized to drive the County vans or buses. The Douglas County Community Services / Parks & Recreation Department will assign qualified and licensed drivers for each vehicle to be used and Contractor shall pay Douglas County for transportation fees.

8. Payment for services. For Year 1, the contractor agrees to provide the services set forth by the department in this agreement at a cost of 90% of the gross preschool tuition payments received by the department. For Years 2-5, the contractor agrees to provide the services set forth in this agreement at a cost of 85% of the gross preschool tuition payments received by the department. The County will not reimburse the contractor for travel expenses, and per diem allowances at County approved rates, unless the contractor has received prior written authorization for travel expenses from the Community Services / Parks & Recreation Department. The contractor will receive compensation on a regular basis in accordance with the County's standard claim and payment schedule.

9. Alterations to facilities. The contractor shall not make any permanent alterations or permanent additions to any portion of the premises covered in this agreement, and shall not cause any equipment belonging to the County to be modified or altered without having first obtained the County's written consent.

10. Insurance and Indemnity. The contractor shall file with the County prior to operation of the Preschool programs evidence of liability insurance in the amount of \$2,000,000.00, naming Douglas County as additionally insured. The contractor shall, at his/her sole expense, indemnify, defend, and hold Douglas County harmless against any and all claims, demands, losses, damages, or liability asserted against Douglas County, including attorney's fees and costs of suit, arising out of or related to the acts or omissions of the contractor, or contractor's employees under this agreement.

11. Licenses, permits and taxes. The contractor shall: (a) obtain any and all permits or licenses which may be necessary by Nevada and federal law to conduct the Douglas County Preschool program; (b) shall pay any and all taxes which may be assessed against him/her or his/her property or which are otherwise owed by the contractor in regard to these services, and (c) maintain, during the entire term of this agreement a valid State of Nevada preschool license.

12. Facilities to be provided by County. The contractor shall have use of the following facilities during the times indicated. Douglas County Community & Senior Center areas: preschool room, activity room, restroom, office area, and access to a kitchen refrigerator – 8:00 a.m. to 5:00 p.m., Monday through Friday, year around.

13. Services and Utilities Provided by the Parties. The County agrees to provide and pay for all utilities, trash, and phone service, and facility maintenance related to the preschool facilities. The contractor agrees to provide routine cleaning and custodial services to preschool facilities

provided by the County and used by the contractor including: sweeping, mopping, dusting, and debris pickup caused by the contractor's activities.

14. Termination of agreement. Either party may terminate this agreement without cause and without damages or penalties of any kind by providing at least thirty (30) days written notice to the other party.

15. Notices. Any notices to the contractor may be served personally or may be deposited in the post office, postage paid, addressed to the contractor. Any notices by the contractor to the County may be deemed properly served on the County if the same is delivered to the Community services / Parks & Recreation Department or deposited in the post office, postage paid, addressed to the County.

16. Non-waiver. The failure of the County or the contractor to insist upon strict performance of the terms and conditions shall not be construed as a waiver or relinquishment of any of the conditions of this agreement, but the same shall be and shall remain in full force and affect.

17. Assignment. This agreement may not be assigned to any other person or persons in whole or in part, nor shall any portion of the facilities be sublet or used by any other person in any other manner, whatsoever, without the prior expressed, written approval of the Douglas County Board of Commissioners.

18. Severability. It is understood and agreed by all parties that if in any part term or provision of this agreement, is by the courts held to be illegal or in conflict with any law, rule, or regulation, the viability of the remaining portion of the provisions shall be in effect, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain a particular part, term, or provision held to be invalid.

19. County inspection. The services, records, documents, and practices of the contractor related to this contract shall be subject to inspection and examination by the County including, but not limited to, the contracting agency, the County Manager, the District Attorney, the Douglas County Community Services / Parks & Recreation Department, and if applicable, the Comptroller General of the United States or any other authorized representative of those agencies.

20. Disposition of contract materials. Any materials supplied to the contractor in the performance of his/her obligations, under this contract, shall be the exclusive property of the County, and all such materials shall be remitted and delivered at the contractor's expense, by the contractor to the County upon completion, termination, or cancellation of this contract. If at any time during the retention, the County in writing requests any and all of the materials, then the contractor shall promptly remit and deliver the materials, at the contractor's expense, to the County. The contractor shall not use, willingly allow, or cause to have any such material used for the purpose other than the performance of the contractor's obligation under this contract.

21. Public record. The contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by the contractor including those remitted to the County by the contract, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public record pursuant to the Nevada Revised Statute, chapter 239, and shall be available for inspection and copying by any person as defined in Nevada Revised Statute 0.039,

or any governmental entity. The contractor expressly, and indefinitely waives all of his/her rights to bring, including but not limited to by way of complaint, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or exclusion for damages for any other relief in any administrative or judicial form against the County or any of its officers or employees, and either their official or individual capacity or violation of/or infringement of its copyright laws of the United State of any other nation.

22. Modification of contract. This contract constitutes the entire contract and agreement between the parties, and may only be modified by written amendment, signed by the parties, and approved by the Board of County Commissioners.

23. Non-Appropriation. Nothing in this agreement is intended to preclude the County from the full exercise of rights provided in Nevada Revised Statute 244.320 during the term of this agreement.

24. Payroll Bond. The Contractor will be required to post a payroll bond satisfactory to the County, which is sufficient to cover at least four (4) weeks' worth of payroll for the Contractor's employees.

25. Choice of Law and Venue. The laws of the State of Nevada govern this Contract. If litigation is filed by any party to enforce any term of this contract, the prevailing party in the litigation shall be entitled to an award of reasonable attorney's fees, expert fees, and court costs. Any litigation filed to enforce any term of this contract or related to this contract shall be filed in the Ninth Judicial District Court for the State of Nevada.

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

CONTRACTOR

By: Andrea Erickson 5/5/21
Andrea Erickson (Date)

DOUGLAS COUNTY, NEVADA

By: [Signature] 7/16/21
Acting Douglas County Manager (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

[Signature] 20
By [Signature] Deputy