

Recorder's Office Cover Sheet

Recording Requested By:

Name: Lisa Granahan

Department: County Manager



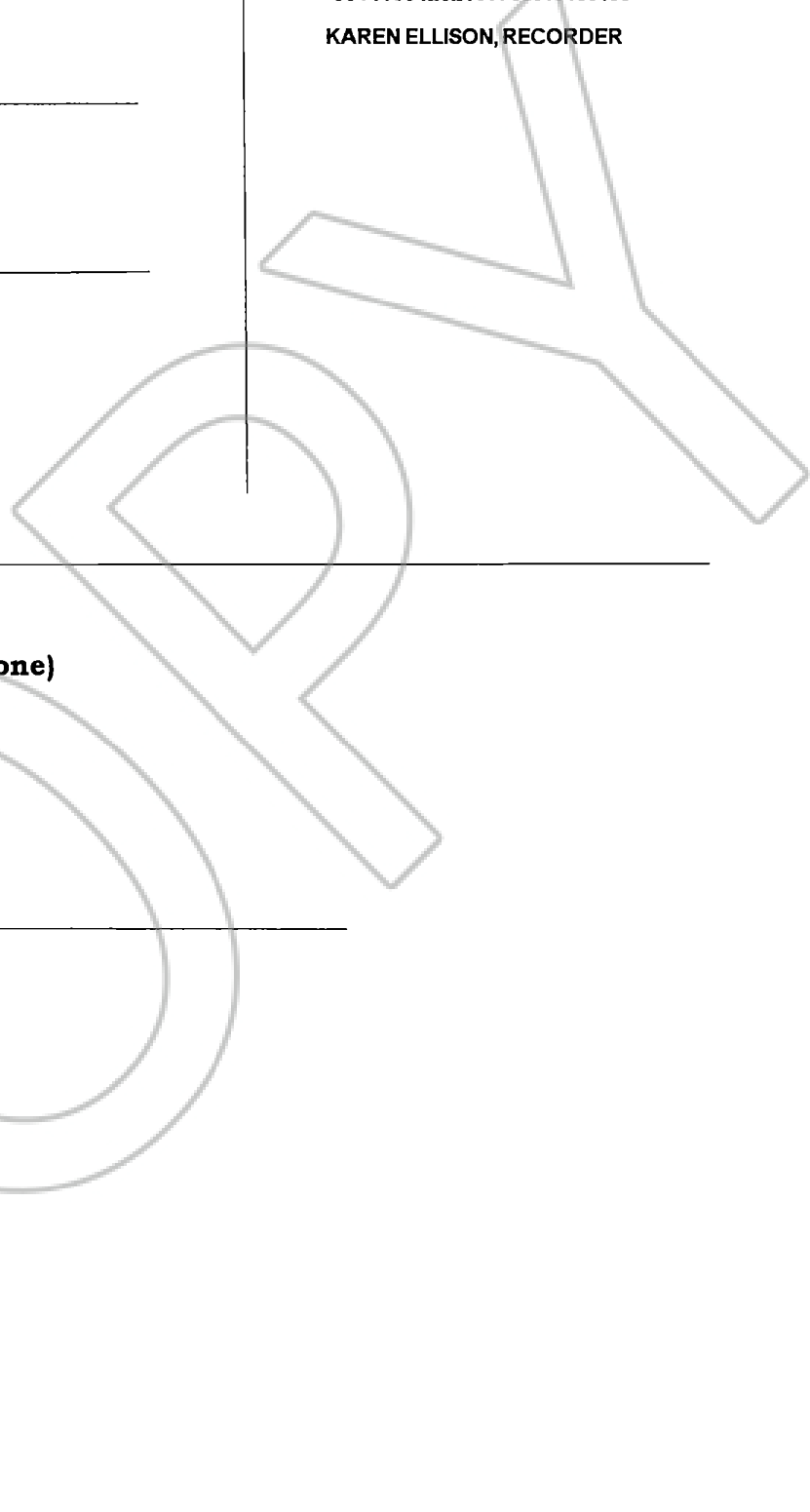
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KAREN ELLISON, RECORDER

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, NEVADA
AND
WESTERN NEVADA DEVELOPMENT DISTRICT
100 N. DIVISION STREET, STE. 102
CARSON CITY, NEVADA, 89703

FILED
NO. 2021, 148
DATE 9/7/2021
DOUGLAS COUNTY CLERK
MINDEN, NV
BY MP DEPUTY

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, Nevada a political subdivision of the State of Nevada (the "County"), and the Western Nevada Development District ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

WHEREAS, County believes that the professional services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it 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. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will be effective upon the signature of both parties, and will remain in effect through June 30, 2024, unless earlier terminated as provided in Paragraph 6 herein.

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

3. INDUSTRIAL INSURANCE.

A. 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:

The Western Nevada Development District has entered into a contract with Douglas County to perform services, 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 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 Contractor will conduct regional broadband internet mapping for the benefit of Douglas County as further detailed in the August 19, 2021 memo entitled "Western Nevada Development District Recommendation to Fund Region Wide Broadband Mapping Project" attached hereto as **Exhibit 1**.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total not to exceed amount of \$8,550.00, payable by County to Contractor in three installment payments of \$2,850.00 as follows: 1) \$2,850 paid within 30 days of both parties signature of the Contract; 2) \$2,850 paid on July 1, 2022; and 3) \$2,850 paid on July 1, 2023.

6. TERMINATION OF CONTRACT BY COUNTY. County may terminate the Contract for any reason at any time upon written notice to Contractor.

7. NONAPPROPRIATION. 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 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. The Parties mutually agree to not seek punitive damages against either Party.

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. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

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 OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

15. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties, supersede all prior agreements, 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 Contract.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily and reasonably exercised by others with Contractor's skill and training.

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 U.S. Mail 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
c/o Lisa Granahan
Post Office Box 218
Minden, Nevada 89423

To Contractor: Western Nevada Development District
1000 N. Division Street, Ste. 102
Carson City, Nevada 89703

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

Western Nevada Development District
By: Sheryl Gonzales 8/26/2021
Sheryl Gonzales (Date)
Executive Director

Douglas County, Nevada
By: Patrick Cates 9/7/21
Patrick Cates, County Manager (Date)

WESTERN NEVADA DEVELOPMENT DISTRICT
RECOMMENDATION TO FUND REGION WIDE BROADBAND MAPPING PROJECT

TO: DOUGLAS COUNTY COMMISSION

DATE: AUGUST 19, 2021

RECOMMENDATION:

1. Approve funding to Western Nevada Development District (WNDD) at a cost not to exceed \$2,850 to conduct a region wide broadband mapping project.

2. Approve community outreach support from Douglas County working with WNDD to inform and engage residents, businesses and institutions to participate in broadband mapping by testing Internet speeds.

EXECUTIVE SUMMARY:

At the WNDD Board meeting on Monday, June 28, 2021, the broadband mapping project was presented and unanimously approved. As a part of that approval, staff was directed to develop a WNDD report for presentation to all the governmental member agencies recommending the \$2,850 fee per agency which will fund the \$40,000 project. This report is also to include the community outreach activities that invite participation from all the Board members to engage residents, businesses and institutions to test Internet speeds.

The WNDD Broadband Mapping Project will produce a map of the WNDD region identifying areas at street level that are most in need of reliable, affordable access to broadband service.

This map will have GIS layers of information that will be used to develop infrastructure project grant applications for communities in the region, resulting in more robust broadband connectivity across the region.

The initial data showing connectivity gaps in service, acquired from an Internet speed test/crowd-sourced data, and the acquisition and uploading of GIS data to the map will cost \$40,000 or \$2,850 per WNDD local government member. This will be an annual subscription from WNDD members for use of the interactive GIS map.

PROJECT ANALYSIS:

Background:

WNDD is an economic development district designated by the Economic Development Administration (EDA) of the US Department of Commerce. It is a member-driven organization and currently has 7 counties, 7 municipalities and 18 associate members in northwestern Nevada.

WNDD's mission is to work in regional collaboration with public and private entities to create an environment within which economic development can occur.

Douglas County has been a member of WNDD for many years and has participated in a number of projects with support from WNDD. Douglas County has engaged in regional planning with WNDD toward sustainable economic vitality and growth.

The Need:

Broadband connectivity across the region is generally poor. The 2020-25 CEDS approved by the WNDD Board at the June 22, 2020 meeting included a Broadband Needs Assessment Project. This was intended to be a regional project to determine the gaps in broadband service across the WNDD region. This project was never implemented due to the onset of COVID-19.

During the early stages of the Economic Recovery and Resiliency Planning Project, and development of the 2021 CEDS Update, as the planning teams met to discuss and identify issues and challenges, the number one issue identified was reliable, affordable broadband connectivity, especially in rural areas and underserved communities. This was out of a total of 63 issues identified by the teams. It was determined through this process that this would be a WNDD priority and staff began researching the subject in March of this year.

This problem is now recognized at the national level and funding is being made available to resolve the problem. The American Rescue Plan Act of 2021 (ARPA) provides \$1.9T in aid to combat the COVID-19 pandemic and its economic consequences. Of that the State of Nevada is expecting to receive up to \$2.9 billion to address the effects of COVID-19, some of which will be allocated for projects to bridge the digital divide. EDA is expecting \$3 billion in funding from ARPA and some of that will be available for broadband infrastructure projects. In the fall of 2021, the Biden Administration is likely to announce additional infrastructure legislation which will include funding for broadband projects.

Since March, on behalf of WNDD members, staff has completed extensive research on best practices throughout the US on how to address the broadband connectivity issue in the WNDD Region. WNDD has also met several times over the last year with the Nevada Office of Science, Innovation and Technology (OSIT) regarding this issue and regards OSIT as an important resource in closing the digital divide in the WNDD region.

WNDD reached out to the Board and invited members to participate on a Regional Broadband Action Team to look into broadband needs across the WNDD region and to determine recommendations on broadband projects for the region. The team was set up in late May and comprises Tom Harris of UNR, Aric Jensen from the City of Reno, Heidi Lusby from Pershing County Economic Development Authority, Alicia Heiser from the City of Winnemucca, Lisa Granahan from Douglas County, Mark Feest from Churchill County Communications, Vas Kamyschanov from the Balanced Agency located in Reno, Cassandra Darrough from the Pyramid Lake Paiute Tribe/NUMU and Eric Brown, Manager of Washoe County. The team met in early June and agreed that more data is needed to discern the areas that are in need of reliable, affordable access to broadband service. An interactive broadband map is one way of collecting and collating this data.

The Federal Communications Commission (FCC), the National Telecommunications and Information Administration (NTIA) and other organizations produce maps which show access to broadband and other information such as download and upload speeds etc. For example, NTIA recently released a map which shows the following information for Douglas County:

Pop per FCC 2019 Estimate	ACS % H'holds w/o Internet Access	ACS % H'holds w/o Computers Smartphones Tablets	M-Lab Speed test Median Mbps	Ookla Speed test Median Mbps	Microsoft % of Downloads Completed over 25 Mbps
48,905	9.40	6.70	41.77/9.41	54.27/11.07	55.00

While useful in providing overarching information at a county level, these data are not useful in pinpointing problems at the street level, or advising where to invest in infrastructure in last- or middle-mile projects to provide better connectivity to homes, businesses and institutions at the local level. In fact, some of these data can be misleading and cannot be used for grant applications for state or federal funding of broadband infrastructure projects.

The Project:

The WNDD Board-approved broadband mapping project includes two components, both of which will be managed by technical expert consultants contracted by WNDD:

- A) LOCAL INTERNET SPEED TEST: Taken by the individual on his/her computer, tablet or smartphone at his/her residence, business or institution. At the time of taking the test, the individual will enter the zip code and the survey software will do the rest. If there is no connectivity at the individual's location, it is possible to record this by going to a public library and entering this information on the survey website. The individual's response to the speed test survey will show on the map as a color dot: green for

excellent, orange for average, red for poor, black for no connectivity. As more and more people take the speed test, it will be possible to see where the gaps exist in broadband connectivity in Douglas County and across the wider WNDD region. The effectiveness and success of the WNDD broadband mapping project will depend on a multi-faceted, 6 - 8 week marketing campaign that will drive residents to the WNDD speed test landing page. The marketing strategy will present a call to action that will achieve an overarching benefit: expand internet access and build a stronger digital infrastructure in urban and rural communities across northern Nevada.

Drilling down further, the project will connect to the belief that every home and business in northern Nevada will have access to affordable, adequate, and reliable internet access in order to fully participate in the digital economy and society. The campaign will also tap into a sense of urgency: the availability of federal funds to help the region achieve, affordable, accessible connectivity. Messaging will also remind citizens of the need for quality, affordable broadband which became very apparent during the COVID-19 pandemic when non-essential workers, students, and teachers were asked to telework or take part in distance learning.

B) THE GIS COMPONENT: The consultants contracted to create the WNDD broadband map will plot the speed test results but also add multiple GIS layers of informational data such as the location of optical fiber in the county, the location of towers and poles in the county, the cost of installing fiber at the middle- and last-mile levels, demographic and topographic information, and information usually required by federal grantors like USDA, EDA, etc. This GIS data will provide much of the information needed to prepare grant applications for projects that will bring the infrastructure that will improve broadband connectivity in Douglas County.

The map will show clearly where the deficiencies are in broadband connectivity across the county, but more importantly it will supply accurate data for grant applications for state and federal funding which can be used to close those gaps.

It is anticipated that unprecedented amounts of money from federal and state sources will be available in the near future to address the broadband problem. To access those funds, communities need to have well planned, well designed projects. A good mapping tool will help greatly in this process by making grant applications for state and federal funding much more competitive.

FINANCIAL IMPACT:

INTERNET SPEED TEST AND GIS DATA COMPONENT - \$40,000 WITH AGENCY CONTRIBUTION OF \$2,850

Membership Cost - \$2,850 – anticipated to become an annual member fee to ensure ongoing testing and ongoing access to current and accurate data.

These funds will support the contractual services to be obtained to conduct the internet speed testing that will result in the GIS Data map. There will be ongoing updates to the map to ensure current and accurate data.

Below is the scope of work to be required of selected consultant:

Consultant Scope of Work:

1. Build the website and weblink for the online speed test to be taken by residents across the region;
2. Create the software and make available to capture the speed test data online; Plot the speed test data on a map of the WNDD region in an easy-to-read format;
3. Create a multi-layered GIS map by up-loading information on the WNDD region in GIS format such as the location of optical fiber, location of towers and poles, the cost of installing fiber, demographical and topographical data, and other information relevant to applying for funds for broadband infrastructure projects;
4. Train WNDD staff and members on how to use the GIS map as a tool to apply for grants for funds for broadband infrastructure projects;
5. Provide assistance as needed by WNDD members as they apply for broadband infrastructure projects grants.

COMMUNITY PARTICIPATION AND OUTREACH

WNDD will develop the community outreach materials to solicit participation from residents, businesses and institutions to test internet speeds. Each agency will partner with the outreach effort by providing existing agency outreach materials and communications being utilized to invite participation with the speed test.

The marketing material packet provided by WNDD will include copy and graphics for agency website, email newsletters, social media, cable access and print such as flyers, and/or brochures. Production of short videos will also be engaged featuring community leaders to invite participation from citizens to take part in the speed tests. Financial support for this activity will be provided through sponsorships obtained through the WNDD.

PROJECT BENEFITS:

The broadband map will:

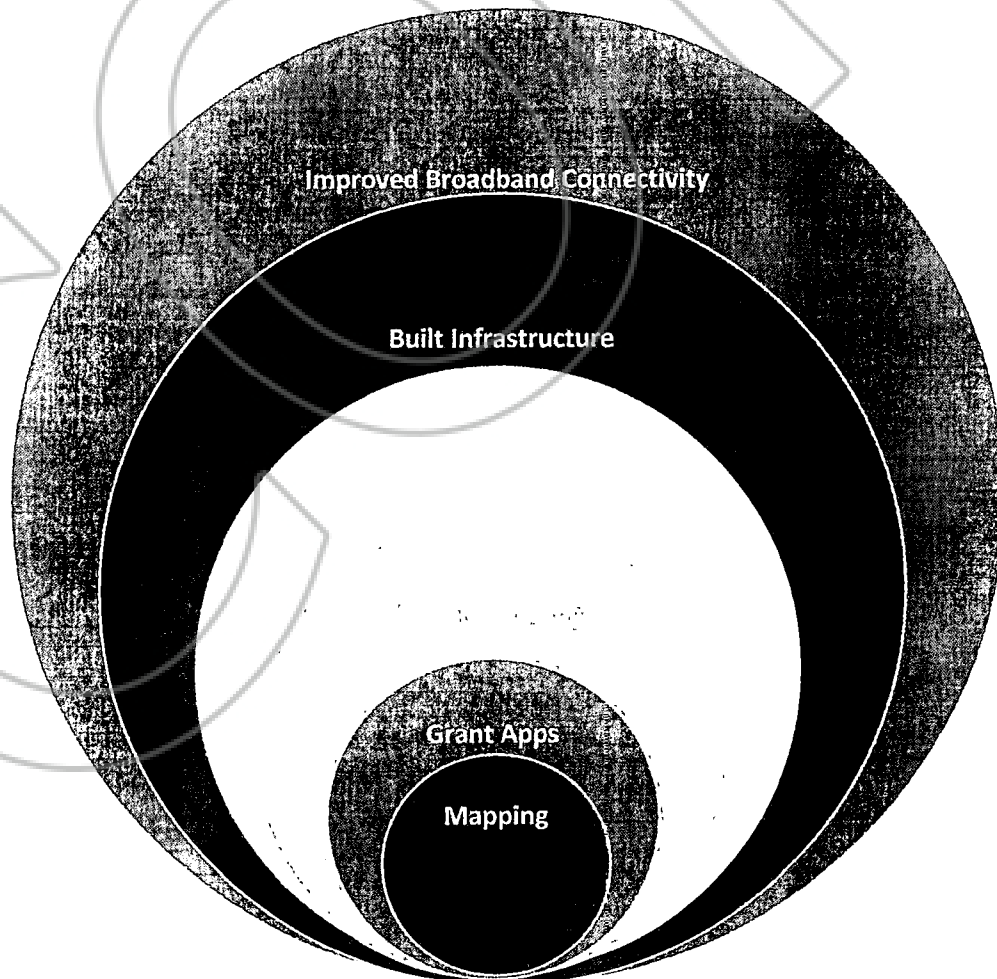
- Demonstrate broadband speeds at street level;
- Show where improvements in connectivity are needed;
- Demonstrate to the community the County Commissioners' commitment to strengthen and expand broadband connectivity;

- Support state and federal grant applications with accurate data for broadband infrastructure projects;
- Encourage collaboration in developing projects for state and federal funding and resolving the digital divide;
- Become the gateway to resources resulting in a network of greater connectivity across the community.

The broadband map is a regional project with regional impact. It will result in economies of scale and efficiencies in implementation, and greater internet connectivity across the region.

This mapping project will start the conversation on broadband deficiencies. Broadband connectivity is extremely hard to define and made more difficult in the case of the WNDD region as it is a diverse region with a mix of rural and urban communities, dense and sparse populations, open and mountainous areas, wealthy, moderate- and low-income areas etc.

Connectivity due to bandwidth is not the only problem. There are affordability issues - where adequate broadband is available but not affordable; device problems where there are not enough devices in a household to access the available internet; and knowledge issues where there is not the understanding and knowledge on how to use the internet and the equipment, even though they are both available. So, there are many problems making broadband connectivity complicated, and the selection and design of projects challenging.



Search

Select Domain
Entity Information

All Entity Information

Entity Registrations

Showing 1 - 25 of 126,573 results

WESTERN NEVADA DEVELOPMENT DISTRICT

DUNS Unique Entity ID
062603378

ACE C...
SPWV9

Physical Address
1000 N DIVISION ST STE 102C, Carson
City, NV 89703 USA

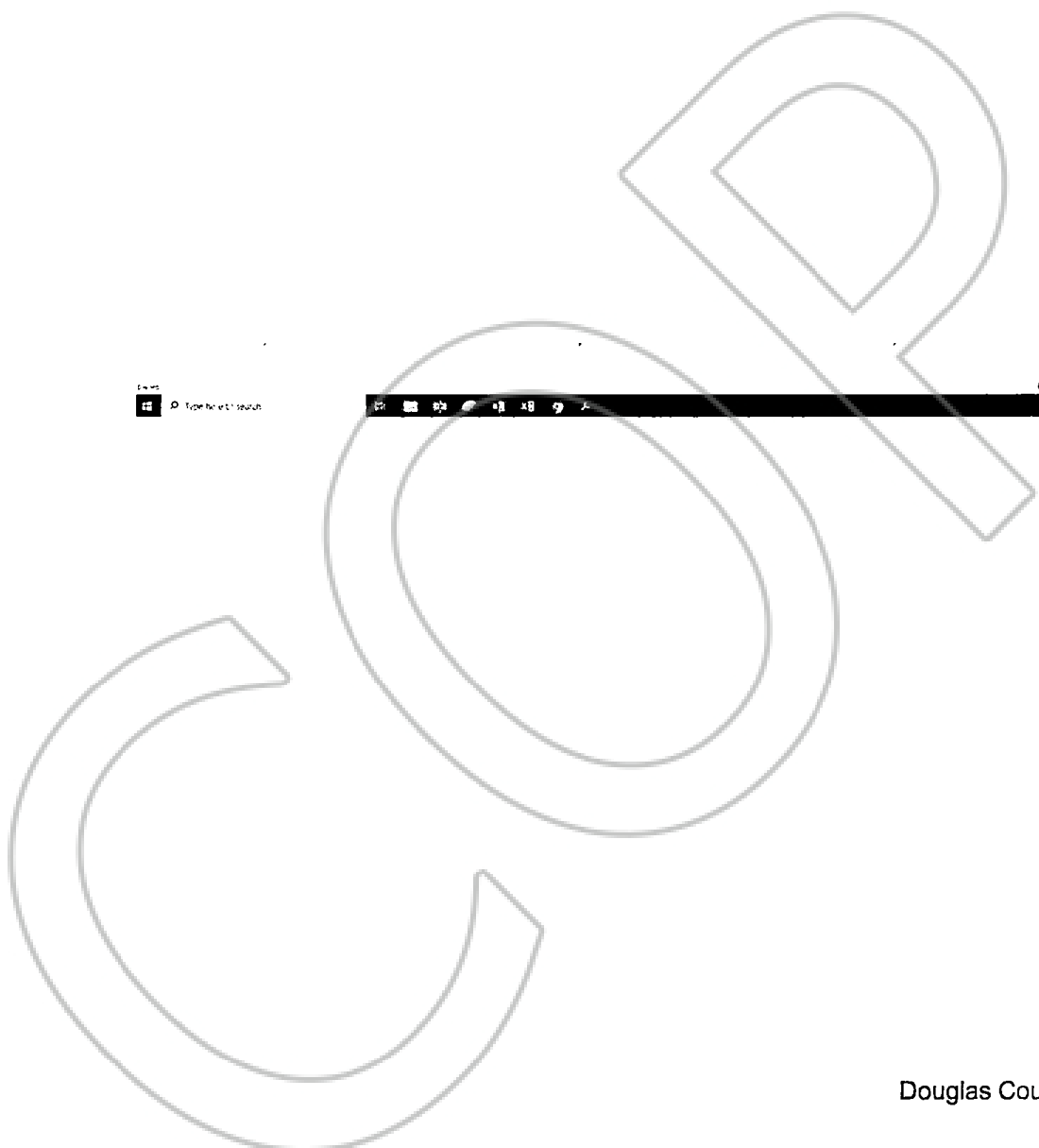
Entity Registration
Expiration Date
Mar 1 2022
Purpose of Registration
Federal Assistance Area 5

SAM Unique Entity ID
N234GR859AC6

Search Results Saved Searches Actions

Registration

Entity Registration



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

7th day of September, 20 21

By [Signature] Deputy