

Recorder's Office Cover Sheet

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Name TERRI WILLOUGHBY

Department: FINANCE



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
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DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY QVO DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

**CIVIC INITIATIVES
700 N MOPAC EXPWY, SUITE 200
AUSTIN, TX 78731**

This Contract for Professional Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and Civic Initiatives, a Texas corporation ("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 professional services of independent contractors; and

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

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, 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 become effective on the date it is approved and signed by representatives of both Parties and will remain in effect until June 30, 2024, unless earlier terminated by the County pursuant to the terms of this Contract.

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, its officers, employees, and agents are not employees 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. Contractor further 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, Contractor must provide an affidavit affirming compliance with the mandatory Industrial Insurance Requirements and that:

- a. Contractor is not a sole proprietor under NRS 616B.659; and
- b. Is otherwise in compliance with the terms, conditions and provisions of

4. SERVICES TO BE PERFORMED. On an as-needed basis and as directed by the County, Contractor shall perform the County procurement related consulting services listed in Appendix A – Scope of Services attached to this contract.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Appendix A – Scope of Services attached hereto in an amount not to exceed eighty two thousand fifty-three and 58/100 dollars (\$82,053.58), plus reimbursement for Contractor's actual travel expenses, if any.

6. TERMINATION OF CONTRACT. County may terminate the Contract for any reason at any time. Termination shall be effective upon transmission of written notice of termination by the County. Contractor shall be paid for all services rendered to County up to the date of termination.

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.

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. INDEMNIFICATION OF CONTRACTOR. To the fullest extent permitted by law, County shall indemnify, hold harmless and defend Contractor 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 County, its officers, employees and agents. County will defend, hold harmless and/or indemnify Contractor against such claims. Notwithstanding the obligation of County to defend Contractor as set forth in this paragraph, Contractor may elect to participate in the defense of any claim brought against Contractor because of the conduct of County, its officers, employees and agents. Such participation shall be at Contractor's own expense and Contractor shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

16. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

17. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

18. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's consulting profession currently practicing under similar conditions.

19. 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.

20. 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.

21. NOTICES. All formal 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. Chief Financial Officer
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6268

To Contractor: Civic Initiatives
Attn. Dustin Lanier
7000 N Mopac, Suite 200
Austin, TX 78737
Telephone (512) 523-4834

22. CONFLICT OF INTEREST. By signing the 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 WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Contractor

By: Dustin Lanier
Dustin Lanier, Civic Initiatives (Date)

Douglas County

By: Patrick Cates
Patrick Cates, County Manager (Date) 9/7/22

APPENDIX “A” SCOPE OF SERVICES

1. Project Work Plans

Project 1: Procurement Optimization

Task 1: Rapid Procurement Review & Project Planning

Civic Initiatives will engage key stakeholders, review peer models, and leverage its knowledge of procurement best practices to create a Manual Table of Contents and a Content Topic Area Development Plan to use in drafting a Procurement Manual for the County.

The Manual will clearly establish roles and responsibilities for all phases of the procurement life cycle (plan, procure, and manage), and provide process flow charts to assist buyers in all process steps required to complete a procurement. Key tasks include:

- Perform a review of current guidance documents content
- Meet with County identified stakeholders to discuss expectations for intended content for
- Meet with County identified procurement and technical stakeholders to identify an approach and style template for presentation of guidance content
- Develop a recommended form, format, and organizational model for an externally facing County Procurement Manual
- Prepare a plan and timeline for development of content for both guidance documents
- Identify and document an approach, form and format for presentation of guidance document content (e.g., document, public website, intranet, etc.)
- Perform assessment of key County procurement practices for inclusion into final guidance documents

Rapid Procurement Assessment Areas

1. **Procurement Policy Review:** Review relevant County policies and policy management practices as compared to peer and leading practices and make recommendations for potential policies changes.
2. **Key Procurement Practices Review:** Map current processes and make recommendations for optimization for the following key procurement processes
 - a. Small Procurements
 - b. Informal Procurements (e.g., Quotes, ITBs or RFPs)
 - c. Formal Procurements (e.g., ITBs and RFPs)
 - d. Sole Source Procurement
 - e. Emergency Procurement
 - f. Exemption/Exception Procurement Processes
 - g. Contract Development & Execution

3. **Procurement Execution Roles Review:** Review general roles and responsibilities of actors in the procurement life cycle as compared to peer and leading practices and make recommendations for optimization.
4. **Strategic Procurement Opportunities Review:** Review the current master contract portfolio and spend patterns to identify recommendations for additional master contracts that would be valuable for the County to pursue.

Task 2: Content Development

Civic Initiatives will work with key stakeholders to perform discovery and develop content for the County Procurement Manual based on the approved Content Development Plan completed in Task 1.

Draft content areas will be developed and submitted to the County for review in accordance with the agreed upon Content Development Plan. Along with the final version, of each area of content, Civic Initiatives will provide a list of recommended job aides (e.g., resources, tools and templates) for consideration.

As part of content development, Civic Initiatives will work with the County to address and document outcomes from related procurement assessments necessary to ensure a comprehensive manual and support overall change management.

Note: number of content areas and level of effort can be validated in Task 1 before incurring cost in Task 2.

2. Deliverables

Deliverables

The following table outlines the project deliverables for Project 1.

Task #	Deliverable	Description
1	Content Development Plan	Detailed plan and timeline for development, review and implementation of the desk guide and manual content. This deliverable will be provided in MS Word.
1	Procurement Assessment Brief	Document providing details of reviews performed and recommended actions or projects necessary to drive optimization of the procurement function. This deliverable will be provided in MS PowerPoint.
1	Procurement Process Maps	Current State and recommended Future State process maps for identified key processes. The deliverable will be provided online in LucidChart format and in offline PDF format
2	Draft Manual Content	Discovery, development and review of manual content in accordance with the agreed upon Content Development Plan. This deliverable will be provided in MS Word.
2	Final Manual Content	Revised desk guide content, incorporating feedback received from the County. Will include a list of associated job aides for use as resources for the content area. This deliverable will be provided in MS Word.

Deliverables Expectation Documents

For all deliverables identified, prior to beginning on the deliverable, Civic Initiatives will provide a Deliverables Expectation Document (DED) to the County Project Manager and Project Team providing an outline of the form, format, structure and basic content of each deliverable. the County will have the opportunity to review the DED and work iteratively with Civic Initiatives to finalize and approve the DED to ensure County deliverable needs are being met. This allows the County to have a clear understanding of the deliverable and acceptance criteria, and dramatically reduces review and rework timelines.

Acceptance Criteria

For all deliverables identified, Civic Initiatives will provide the County an initial draft version. In all cases, the draft will be presented to the team prior to submittal for review. Once the draft

is submitted, the County will have up to ten (10) business days to review the deliverable draft and provide consolidated feedback to Civic Initiatives utilizing a provided deliverable review template. Upon receipt of the consolidated feedback from the County, Civic Initiatives will incorporate feedback received, reconciling any feedback as necessary with the review team, and provide a final draft for acceptance within three (3) business days. Civic Initiatives and the County agrees to work together on any reasonable concerns which may arise up until the deliverable invoice is approved to be paid.

3. Project Cost

The following table provides project cost details for Project 1. Project milestone payment schedules will be determined in coordination with the County upon project initiation.

Resource	NASPO Labor Category	NASPO		
		Rate	TOTAL	COST
Dustin Lanier	Program Director	\$228.16	14	\$3,194.24
Derrek Davis	Subject Matter Expert III	\$206.94	122	\$25,246.68
Lisa Rolik	Subject Matter Expert II	\$180.41	16	\$2,886.56
Woody Fluharty	Acquisition Support Specialist III	\$180.41	16	\$2,886.56
Theresa Webb	Acquisition Support Specialist II	\$148.57	200	\$29,714.00
Karen Hatten	Acquisition Support Specialist II	\$148.57	122	\$18,125.54
				\$82,053.58

Milestone Payments

Deliverable	COST
Task 1 Deliverables	\$26,137.92
Task 2 Draft Content	\$43,838.98
Task 2 Final Content	\$12,076.68
\$82,053.58	

Contingencies

In the event that both the County and Civic Initiatives identify and agree to the need for additional work to be performed under this SOW, the cost will be based on offsite hourly rates in the current NASPO ValuePoint PASS Contract (<https://www.naspovaluepoint.org/portfolio/procurement-acquisition-support-services-2019-2024/civic-initiatives-llc/>). Contingent upon available funding, additional work may include creation of an internally facing Compliance Services Desk Guide and an externally facing Compliance Manual, and will be approved by incorporation of a formal amendment to this SOW.

Travel Expenses

Travel is not anticipated at this time, and no travel expenses are reflected in the costs provided. If the need for travel arises, Civic Initiatives will invoice the Client based on onsite hourly rates in the current NASPO ValuePoint PASS Contract (<https://www.naspovaluepoint.org/portfolio/procurement-acquisition-support-services-2019-2024/civic-initiatives-llc/>). Civic Initiatives will request approval from the County project manager prior to any travel.

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

9th day of September, 2022

By Jacqueline DeLay Deputy