

Recorder's Office Cover Sheet

Recording Requested By:

Name: Megan Everett

Department: Human Resources



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

11/3/23

DATE

DOUGLAS COUNTY CLERK
MINDEN, NVAgreement For Professional Services:
BETWEEN**DOUGLAS COUNTY**ON BEHALF OF THE DOUGLAS COUNTY HUMAN RESOURCES DEPARTMENT, AL DEPUTY

P.O. Box 218

Minden, NV 89423

PH#: 775-782-9821

AND

NV CONSULTING, LLC

1136 Ballard Court

Minden, NV 89423

This Agreement for Services by an Independent Professional Services (hereafter "Agreement") is entered into by and between Douglas County, a political subdivision of Nevada (hereafter "County") through the Douglas County Manager and NV Consulting, LLC, (hereafter "Contractor"), whose Nevada Business License is: NV20171629400. The County and Contractor are at times collectively referred to hereinafter as the "Parties or individually as the "Party";

WHEREAS, the Douglas County Human Resources Department is responsible for the county's personnel management, risk management, and safety services. Personnel management includes recruitment and selection of qualified employees, position classifications, personnel policies and procedures;

WHEREAS, Contractor has significant experience in providing human resource related services, including but not limited to: recruitment, classification, and personnel policies and procedures; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County's Human Resources Department; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described; and

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

1. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective as of November 11, 2023 and will terminate on November 11, 2024. Thereafter this Agreement may be extended as needed to perform additional services, provided funding is available and both parties agree in writing. If extended, all provisions of this Agreement shall continue.

2. SERVICES TO BE PERFORMED. Contractor shall provide professional human resource services including but not limited to recruitment, backgrounds, classification, and personnel policies and procedures and other related services, as determined by the Human Resources Director.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in paragraph 2 at a rate of thirty-two dollars (\$32.00) per hour. The Contractor shall not bill for travel costs or expenses. The total cost of the Agreement for all services shall not exceed twenty thousand dollars (\$20,000.00). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Agreement. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the costs reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual costs for services for the period, cumulative total costs for services for the entire contract, and a comparison of cumulative total costs for services to the approved budget. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days.

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.

Unless Contractor provides an affidavit as described below, Contractor further agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this appointment and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

NV Consulting, LLC, has entered into an agreement with Douglas County to perform recruitment and other personnel related services November 11, 2023 to November 11, 2024, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. The certificate and notice should be mailed to:

*Douglas County
Attn: Human Resource Department*

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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that she 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. PROFESSIONAL LIABILITY INSURANCE. Contractor agrees to maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Contractor's professional liability coverage shall be provided to the County upon Contractor signing this Agreement.

7. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party his Agreement may be terminated by either party without cause prior to the date set forth in paragraph (1), provided the termination shall not become effective until 15 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County.

8. 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.

9. CONFIDENTIALITY. This Agreement contemplates that Contractor will have confidential information made known to him which is not known to the general public. Contractor is under a duty to retain confidential information disclosed by the County or employees subject only to disclosure as authorized by the client or by court order, court rule or state or federal law.

10. INDEMNITY. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by Contractor.

11. 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. The court will recognize any offers of judgment made by a Party pursuant to Nevada law.

12. 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.

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

14. 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.

15. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, 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.

16. MODIFICATION OF AGREEMENT. This Agreement constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

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

18. 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.

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

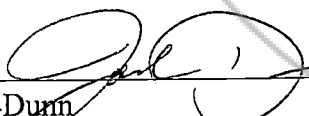
21. CONFLICT OF INTEREST. By signing the Agreement, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the Human Resources Director for Douglas County. In the event of a breach of this provision, 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.

22. BOYCOTT. Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

23. RECITALS. The Recitals are hereby incorporated into this Agreement.

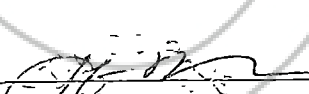
IN WITNESS WHEREOF, the parties hereto have caused this Agreement for professional services between NV Consulting LLC, and Douglas County to be signed and intend to be legally bound thereby.

NV Consulting, LLC:



Sheri Dunn
Joel Dunn Managing Member
10/6/23
(date)

Douglas County:



Jenifer Davidson
Douglas County Manager
10/20/23
(date)

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

3 day of November, 2023

By Amber Sand Deputy