

**Recorder's Office Cover Sheet**

**Recording Requested By:**

Name Ryan Stanton

Department: Parks Dept.



00165555202309944460090091

SHAWNYNE GARREN, RECORDER

**Type of Document: (please select one)**

- € Agreement
- Contract
- € Grant
- € Change Order
- € Easement
- € Other specify: \_\_\_\_\_

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN  
DOUGLAS COUNTY  
PO BOX 218  
MINDEN NV 89423  
("COUNTY")

AND

FLORENCE FENCE INC.  
2597 NOWLIN ROAD  
MINDEN, NV 89423  
("CONTRACTOR")

FILED  
NO. 2023.031  
DATE 3/2/23  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY AL DEPUTY

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; 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; and

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

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

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by both parties, and shall remain in effect until Contractor performs all services required under the Contract.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that 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 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 independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

### 3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶ B below, 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, to 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, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

FLORENCE FENCE INC. HAS entered into a contract with Douglas County to provide professional services to construct and install a automatic gate at the Douglas County Shooting Range located at 875 Dump Road Gardnerville NV, 89410. and requests that the State Industrial Insurance System 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 worker's 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 terminate the contract. 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 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 County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it 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.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed by Contractor are specified in the Proposal attached hereto as Exhibit 1 construct and install a automatic gate at the Douglas County Shooting Range located at 875 Dump Road Gardnerville NV, 89410.

**PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 4 at a total cost not to exceed \$16,000.00 payable as follows: Contractor shall be paid upon completion of all of the services set forth in ¶ 4, and after a satisfactory final inspection of the work is completed by Douglas County.

**6. NON APPROPRIATION.** All payments under this contract 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 contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The 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.

**7. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION.** This contract 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 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.

**8. 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 contract, including, but not limited to, all federal, state, and local procedures and requirements and all immigration and naturalization laws.

**9. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall 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.

**11. 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

performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, 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 this contract must be retained by Contractor for a minimum of six years after final payment is made 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 shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**12. 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 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.

**13. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

**14. INTEGRATION & MODIFICATION OF CONTRACT.** This contract supersedes all prior agreements between the parties, constitutes the entire contract between the parties, and may only be modified by a written amendment signed by the parties.

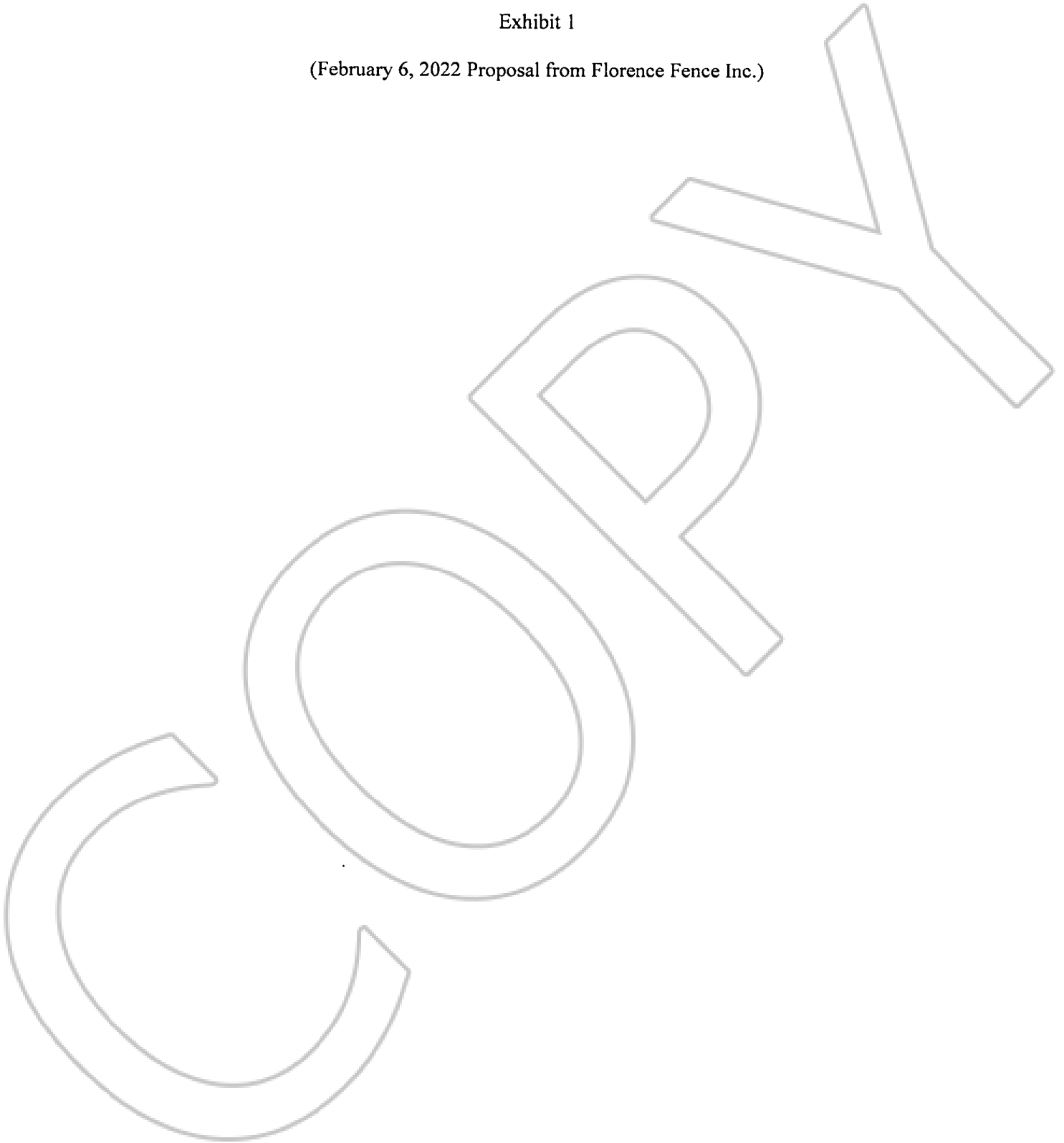
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Mike Barado 2-16-23  
Florence Fence Inc. (Date)

Patrick Cates 2/24/23  
Patrick Cates, County Manger (Date)  
By and On Behalf of  
Douglas County, Nevada

Exhibit 1

(February 6, 2022 Proposal from Florence Fence Inc.)



USA Job



20 % restocking fee

Quality Fence Products & Services  
Florence Fence, INC  
2597 Nowlin Road Minden, NV 89423  
(775) 267-3705\* 1- 800-913-4177\* FAX (775) 882-8117  
www.FlorenceFenceInc.com

**We Offer High Quality Fence Materials  
Made in the U.S.A.**

Proposal Submitted: Ryan Stanton



MB221204

<b>Name: Douglas County Parks &amp; Recreation Department</b>		<b>State: NV</b>	
<b>Address: P.O. Box 218</b>		<b>City: Minden</b>	
<b>Phone: 775-782-9835 c#775-690-0368 e# rstanton@douglasnv.us</b>		<b>Zip: 89423</b>	
<b>Job Location: 875 Dump Rd. Gardnerville NV. Rifle Range.</b>			
<b>\$16000.00 x _____ initials.</b>			
Install lift master hinges weld on to existing posts.			
Install (2) lm-csw24ul gate openers. Attach to existing chain link.			
Install (2) safety loops with detector. saw cut.			
Install (1) free exit loop with detector saw cut.			
Install (1) fire switch.			
Install (1) 7 day times.			
Install (2) 24" x 24" concrete pad.			
Install (1) set of photo eyes.			
Install (2) gooseneck with wkp5.			
Install (1) magna lock.			
Install (2) 2" x 1/4" flat stock to existing chain link.			
Remove and haul barrier gates and key pad.			
Add \$25.00 ea. for single one button remotes. Qty. _____ X initials _____.			
Douglas County will need to have an electrician run power. Florence Fence Inc. dose not install power.			

**Permit not included unless otherwise indicated.**

Deposit \$ 11000.00 for materials

**Sign and return with deposit.**

Install \$ 5000.00 due on completion of work.

**TOTAL JOB COST: \$ 16000.00**

Bids are only good for 7 days.

Estimate written by: Mike Barredo  
Date: 12-02-22

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_

PROPOSAL

# TAHOE

FENCE CO. INC.  
Est. 1975

www.tahoefence.com



CA LIC # 305682 (UNLIMITED) • NV LIC # 53722A (\$1,200,000)  
36 BROWN DRIVE • MOUND HOUSE, NEVADA 89706  
(775) 882-1063 • FAX (775) 882-5490  
TOLL FREE 1-800-332-2822

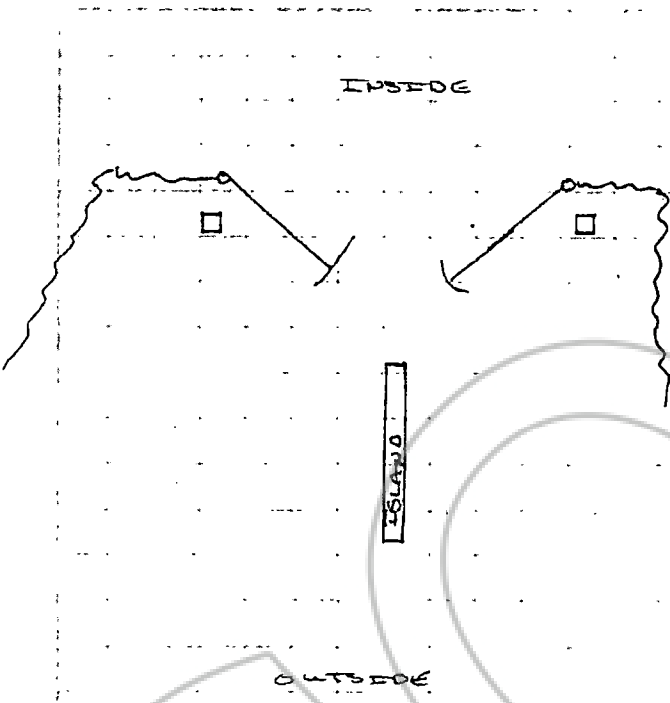
ATTN: RYAN STANTON

Submitted to Douglas County Parks and Recreation Phone No. 775-782-9835

For Property at Douglas County Shooting Range

WE PROPOSE TO:  
INSTALL AT YOUR PROPERTY A FENCE OR  
DO THE FOLLOWING DESCRIBED WORK

Mail to: rstanton@douglasnv.us



AUTOMATE EXISTING 20'(W) X 6'(H) CHAIN LINK GATES. AND REMOVE EXISTING SINGLE ARM BARRIER ARM GATES.

CHANGE EXISTING HINGES TO WELD-ON BALL BEARING HINGES

TAHOE FENCE WILL SUBCONTRACT WITH AWAAX SYSTEMS TO AUTOMATE CHAIN LINK GATES.

THEY WILL INSTALL 2 PAD MOUNTED OPERATORS, 4 BATTERIES, 1 RECEIVER, 4 TRANSMITTERS,

2 WARNING SIGNS, 1 PHOTO CELL SAFETY, 1 KNOX SWITCH, 3 PAVEMENT LOOPS, 3 LOOP MODULES, 3 LOOP CUTTING, 1 GOOSENECK STAND,

1 KEYPAD, 1 7 DAY TIMER AND HARDWARE.

OPERATION WILL BE TRANSMIT OR KEYPAD TO:

GIVEN WITH AUTO-CLOSE. OPERATORS WILL BE MASTER/SLAVE. EXCLUDED IS TRENCHING, BACKFILL,

CONDUIT, POWER, FEES, PERMITS AND CARD READERS, TELEPHONE ENTRY SYSTEM.

MAX CONTROLS OPERATORS WILL BE PROVIDED.

1. TO OWN & BE LARGE FROM COMPLETION  
2. DOWN BY 10% STOP ORDERS AND NO RETURN  
AGREED PRICE INSTALLED \$ 22,484.00

ONE YEAR WARRANTY ON MATERIAL AND LABOR.

PERMIT NOT INCLUDED UNLESS OTHERWISE INDICATED

TAHOE FENCE CO. INC. PROPOSES to furnish and install fencing (or materials only) in accordance with the terms and conditions as listed. The fence line and grade are to be located by the property owner

INITIAL

Price of installation is based on the entire job being done at one time. If on account of changes made by customer the crew has to make more than one trip, the extra charge covering such expense will be made

By: CHAO MELLO

Accepted By: \_\_\_\_\_

Date: NOVEMBER 14, 2022

Date: \_\_\_\_\_

PLEASE READ CAREFULLY AND RETURN SIGNED COPY IF ACCEPTED



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

2 day of March, 2023

By [Signature] Deputy