

Recorder's Office Cover Sheet

Recording Requested By:

Name Ann Reno

Department: Community Development



00166618202309953120150156

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

FILED

NO. 2023.048

4/6/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY ed DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN
DOUGLAS COUNTY, NEVADA
AND
CITYGOVAPP INC.

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND CITYGOVAPP ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

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

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

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

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

1. EFFECTIVE DATE OF CONTRACT. Upon execution by all parties, this Contract shall be effective June 30, 2022, and will terminate on June 30, 2025, (3 years) unless the Contract is terminated earlier in accordance with Paragraph 9.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are set forth in the attached Exhibit "A" and Exhibit "B".

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 at a rate of \$689 per month for iOS (\$8,268.00 per year) and \$389 per month for Android (\$4,668.00 per year), for a total cost not to exceed \$12,936 per year. Contractor agrees to submit invoices on annual basis. County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to

Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas 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 employees' 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.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

CityGovApp has entered into a contract with Douglas County to perform work from June 30, 2022, and requests that the 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 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 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 a qualified 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- A. 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
- B. Is otherwise in compliance with those terms, conditions and provisions

6. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

7. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or

nonrenewal of such insurance.

8. TERMINATION OF CONTRACT. This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

9. CONSTRUCTION OF CONTRACT. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. 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 accounting procedures and requirements and all immigration and naturalization laws.

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. 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.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the 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 of the project, or termination or cancellation of this Contract.

14. PUBLIC RECORDS LAW. Contractor expressly 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 or a court of competent jurisdiction, 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.

15. INDEMNIFICATION. 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 contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. This Contract 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 Contract.

18. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates only two additional documents or exhibits: Exhibit A and Exhibit B, as described in Paragraph 2. To the extent the terms set forth in Exhibit A and/or Exhibit B conflict with the terms of this Contract, the terms of this Contract control.

19. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

20. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

21. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

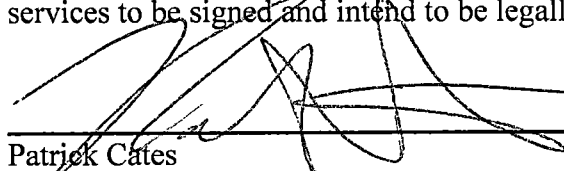
FOR COUNTY:

Patrick Cates
Douglas County Manager
P.O. Box 218
Minden, Nevada 89423
(775) 782-9821

FOR CONTRACTOR:

Haseeb Chaudhry
CityGovApp Inc
2411 Roosevelt Ave
Berkeley, CA 94703
510-206-9557

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



Patrick Cates
Douglas County Manager

4/3/2023

Date



[Contractor]

4/3/2023

Date

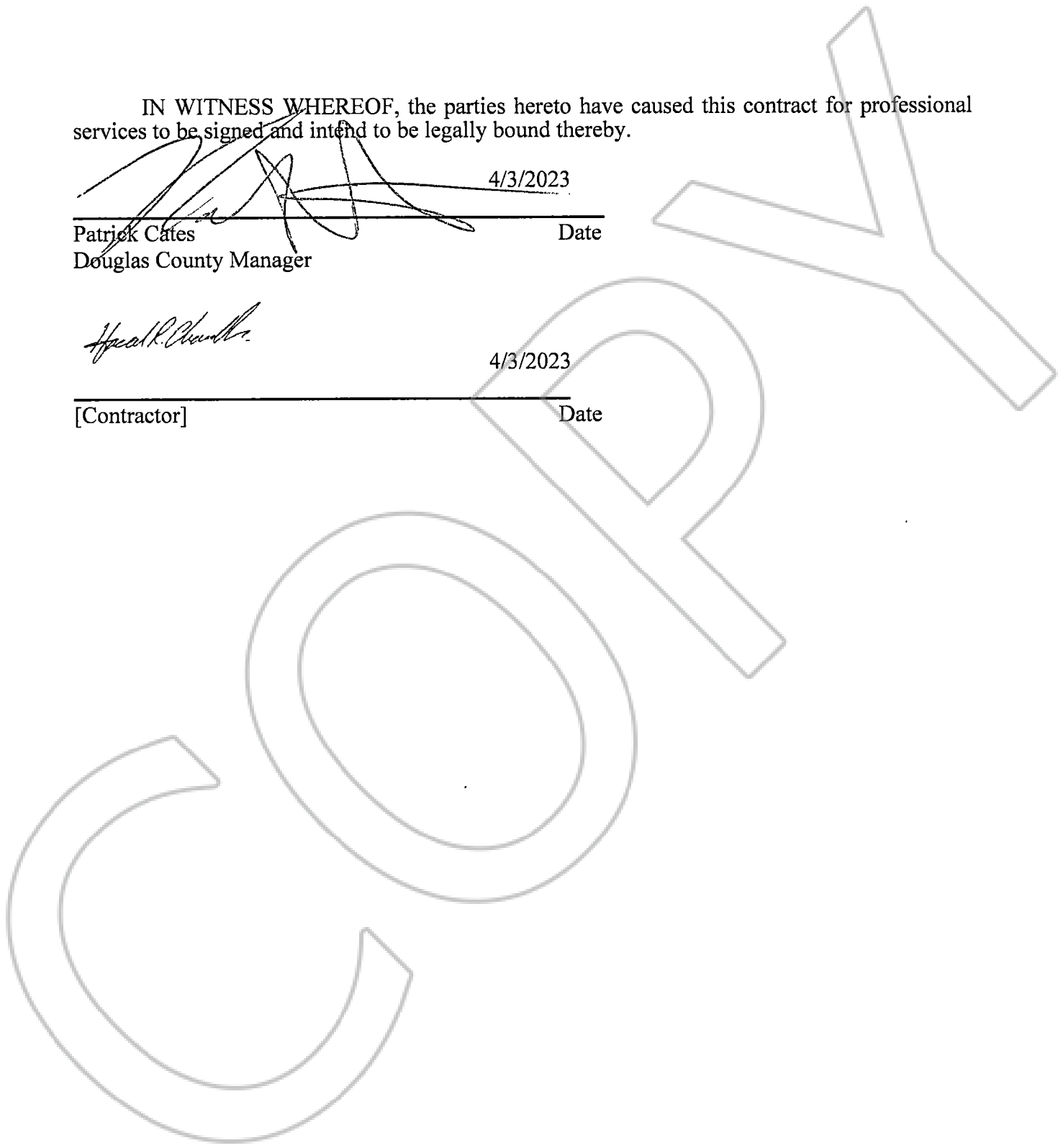


EXHIBIT 'A'



CityGovApp, Inc
2411 Roosevelt Ave
Berkeley, CA 94703
hchaudhry@citygovapp.com
http://citygovapp.com

Quote

ADDRESS

Douglas County Community
Development

QUOTE # 1092

DATE 06/14/2022

EXPIRATION DATE 08/31/2022

ACTIVITY

AMOUNT

Mobile Appliation Support

8,268.00

Douglas County Inspection Request/Scheduling Mobile App - iOS

Annual Subscription @ \$689 per month

June 15, 2022 to June 15, 2023

Mobile Appliation Support

4,668.00

Douglas County Inspection Request/Scheduling Mobile App - Android

Annual Subscription @ \$389 per month

June 15, 2022 to June 15, 2023

TOTAL

\$12,936.00

Accepted By

Accepted Date

CITYGOVAPP SUBSCRIPTION TERMS AND CONDITIONS

1. These Subscription Terms and Conditions ("Terms") govern the use of the products offered by CityGovApp Inc., ("CityGovApp" with its principal place of business located at 2411 Roosevelt Ave, Berkeley, CA 94703, and its Customer, as identified in an executed Order for products.
2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. "Customer" refers to the subscribing customer designated on the attached Order. "Provider" shall mean CityGovApp or, where Customer has purchased from an authorized CityGovApp Reseller, the CityGovApp authorized Reseller.
3. Customer's subscription term commences on the commencement date listed on the Order. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.
4. In exchange for its use of the Subscribed Services, Customer will pay the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Provider is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Provider is solely responsible for taxes assessable against it based on its income, property and employees.
5. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. CityGovApp retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may

not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by CityGovApp_; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by CityGovApp. CityGovApp will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by CityGovApp regarding future functionality or features.

6. CityGovApp warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, CityGovApp_ may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. CityGovApp will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

7. CityGovApp has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by CityGovApp, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by CityGovApp. CityGovApp provides no warranty whatsoever for any third-party hardware or software products.

Except as expressly set forth herein, CityGovApp disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

8. In support of the Subscribed Services, CityGovApp will provide Customer with a) a telephone number to contact live technical support, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding CityGovApp's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which CityGovApp will address during its regular business hours; and c) access to

archived software updates and other technical information in CityGovApp's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, CityGovApp will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue. CityGovApp maintenance includes the following services:

App store administration

- Prepare and submit app for app store approval
- Manage all correspondence with the app store administration
- Make necessary changes to ensure that the app is approved
- Manage and modify app description and key-word search options

OS updates (iOS, Android, Windows)

- Update the app to ensure it works with the new OS releases/patches from Apples, Android and Windows
- Test the app to make sure it works with the new OS releases/patches

New hardware releases

- Update the user-interface and graphics to work with changes in screen sizes

Bug Fixes

- Fix any software bugs that are discovered after the release

Accela API Updates

- Update the app to ensure it works with the new releases of API from Accela

Customer/End-User Support

- Manage all support email from end-users and forward them to the appropriate channels defined by the agency

Agency Technical Support

Support for functionality, back-end integration and usability of the app. Maximum of 10 hours per month. Additional time will be charged at \$120 per hour, depending on resources required.

9. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by CityGovApp outside of its usual working hours; c) Services required due to external factors including, but not

necessarily limited to, Customer's use of software or hardware not authorized by CityGovApp; or d) Services required to resolve or work-around conditions which cannot be reproduced in CityGovApp's support environment.

10. Customer warrants that it owns or has been authorized to provide the data to CityGovApp. Customer retains full ownership of said data and grants to CityGovApp a limited, nonexclusive, nontransferable license to use said data only to perform CityGovApp's obligations in accordance with these Terms.

11. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by CityGovApp. Customer agrees that CityGovApp is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by CityGovApp.

12. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, CityGovApp will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

13. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either CityGovApp or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific

classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

14. Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of CityGovApp's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold CityGovApp harmless against any claims incurred by CityGovApp arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. CityGovApp's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to CityGovApp during the six (6) month period prior to the date the claim arises. CityGovApp will at all times during the agreement, maintain insurance coverage appropriate to the use of its products and its responsibilities hereunder.

15. The performance by CityGovApp of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between CityGovApp and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

16. **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 accounting procedures and requirements and all immigration and naturalization laws.

17. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

18. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

19. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

20. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

21. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The agreements, rights, limitations and waivers described in Sections 6-8, 13, 16, 17, 19-20 and 26 will survive the End of Term. . Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

22. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

Signature Page:

CityGovApp Inc:

Name: Haseeb Chaudhry

Signature: *Haseeb Chaudhry*

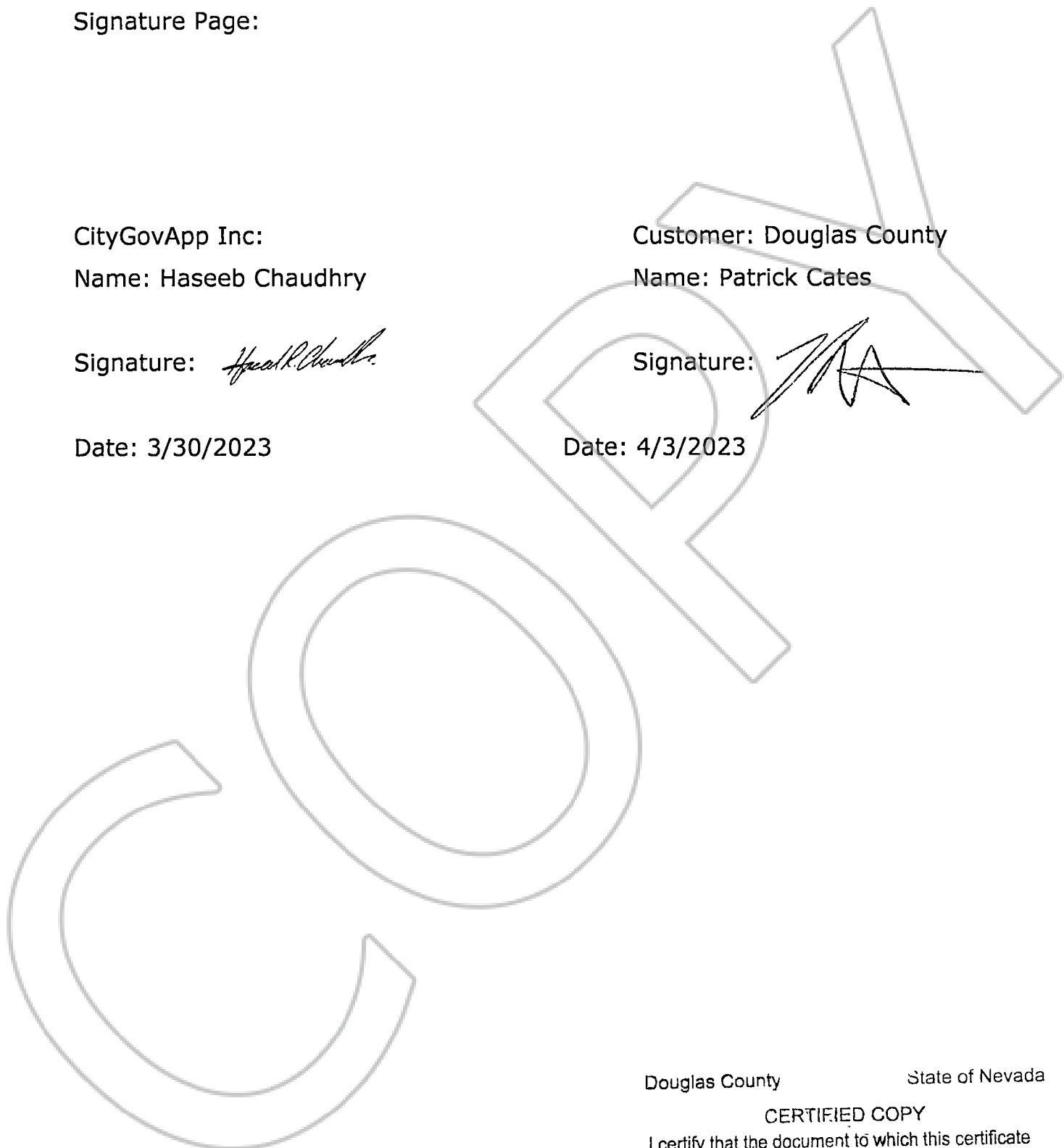
Date: 3/30/2023

Customer: Douglas County

Name: Patrick Cates

Signature: *Patrick Cates*

Date: 4/3/2023



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

6th day of APRIL, 2023

By Emmy Hombrowski Deputy