

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks and Weed Control



00167382202309959620100106

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, NEVADA
PO BOX 218
MINDEN, NV 89423
("COUNTY")

AND

NUTRIEN AG SOLUTIONS, INC.
855 EAST GREG STREET #105
SPARKS, NV 89431
("CONTRACTOR")

FILED
NO. 2023.063
DATE 4/26/2023
DOUGLAS COUNTY CLERK
MINDEN, NV
BY ed 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 be effective from July 1, 2023 through June 30, 2024. The parties have the option to extend the contract for an additional year period upon mutual written agreement.

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. SERVICES TO BE PERFORMED. Contractor agrees to supply to County during the Contract term all weed control chemicals required by County and listed on the Contractor's Request of Proposal response dated March 17, 2023 attached hereto as **Exhibit 1** at the "not to exceed unit price (your bid price)" stated in the response. County is under no obligation to buy any minimum or maximum amount of any weed control chemical listed in **Exhibit 1** during the contract term.

4. 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.

5. 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.

6. 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.

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

8. 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.

9. 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 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.

10. 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 of 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.

11. 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.

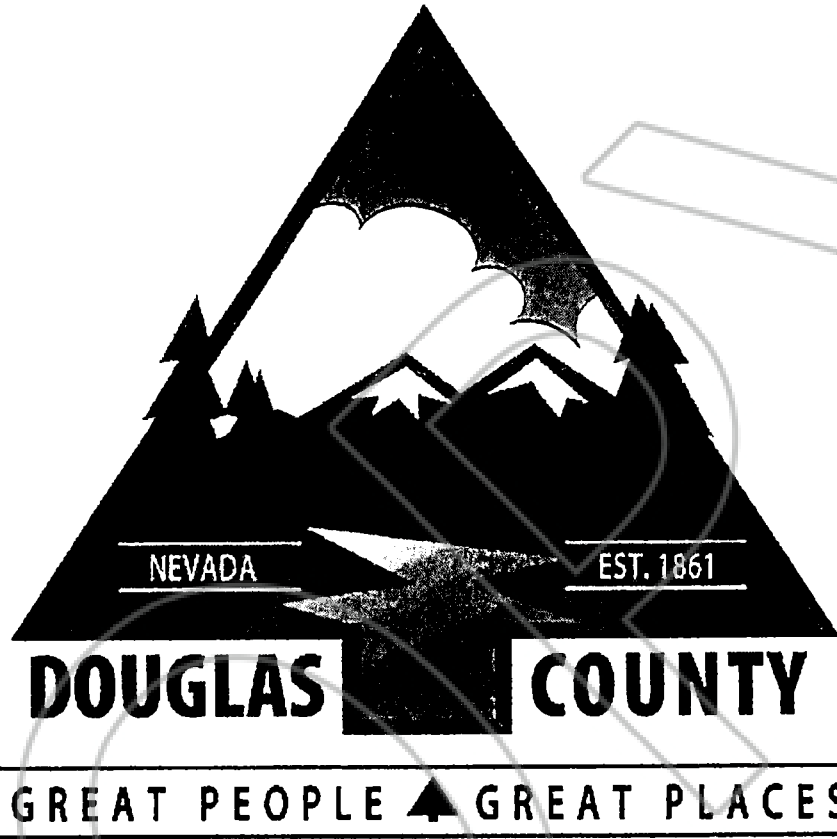
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Clinton Supplis 4/14/23
Nutrien Ag Solutions, Inc. (Date)

Patrick Cates 4/24/23
Patrick Cates, (Date)
County Manager
By and On Behalf of
Douglas County, Nevada

EXHIBIT 1 – NUTRIEN AG SOLUTIONS INC. REQUEST FOR PROPOSAL REPOSE
DATED March 17, 2023

COPY



**ATTACHMENT B: Request for Proposal (RFP) FORM
DOUGLAS COUNTY WEED CONTROL**

PROJECT IDENTIFICATION: Chemical Sales

THIS RFP IS SUBMITTED TO: Douglas County Community and Senior Center
1329 Waterloo Lane
Gardnerville NV 89410
ATTN: Ryan Stanton

1.01 The undersigned SUBMITTER proposes and agrees, if this RFP is accepted, to enter into an agreement with the County to provide products as specified or indicated in the RFP Documents for the prices and within the times indicated in this RFP and in accordance with the other terms and conditions of the RFP Documents.

2.01 SUBMITTER accepts all of the terms and conditions of the Advertisement or Invitation to RFP and Instructions to SUBMITTERS. The RFP will remain subject to acceptance for 60 days after the day of RFP opening, or for such longer period of time that SUBMITTER may agree to in writing upon request of the County.

3.01 In submitting this RFP, SUBMITTER represents, as set forth in the Agreement, that:

A. SUBMITTER has examined and carefully studied the Request for Proposal Documents and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. SUBMITTER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost.

C. The Request for Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions.

4.01 SUBMITTER further represents that this RFP is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other SUBMITTER to submit a false or sham RFP; SUBMITTER has not

solicited or induced any individual or entity to refrain from submitting an RFP; and SUBMITTER has not sought by collusion to obtain for itself any advantage over any other SUBMITTER or over the County.

5.01 Communications concerning this RFP shall be addressed to:
(Contractor's mailing address to be filled in by SUBMITTER)

Nutrien Ag Solutions
855 E. Greg St #105
Sparks, NV 89431

SUBMITTED on 3/16/23, 20 .

NAME Christina Sheppard

SIGNATURE Christina Sheppard

If SUBMITTER is:

A Sole Proprietor

Name (typed or printed) _____
By _____ (SEAL)
(Individual's Signature)
Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name _____ (SEAL)
By _____
(Signature of General Partner – attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Nutrien Ag solutions (SEAL)
State of Incorporation: NV
Type (General Business, Professional, Service, Limited Liability): General
By: _____
(Signature – attach evidence of authority to sign)
Name (typed or printed): Christina Shepphird
Title: Branch Manager (Corporate Seal)
Attest: _____
(Signature of Corporate Secretary)
Business Address: 855 E. Greg st #105

Sparks NV 89431
Phone No.: (775) 358-6166 Fax No.: (775) 358-8144
Date of Qualification to do business is _____

RFP SCHEDULE

Douglas County Weed Control Division Chemical Sales

Total Proposed Cost of all Products \$177,215.84

CHECK ONE:

- We qualify claim the Preferential SUBMITTER Status as specified in NRS 332.066(a) for our use of recycled products.
- We do not qualify for the Preferential SUBMITTER Status as specified in NRS 332.066(a)

Submit the sealed RFP by March 17, 2023 at 10:00 AM to:

Ryan Stanton
1329 Waterloo Lane
Gardnerville, NV. 89410

Be sure that your RFP packet includes:

- A. Attachment A: Product List with proposed markup percentage
- B. Attachment B: Completed RFP Form

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

BF-5

26th day of APRIL, 2023

By Emmy Dombrowski Deputy