

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Reno

Department: Community Development



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

EXHIBIT #3

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

TRUEPOINT SOLUTIONS (DIGEPLAN)

FILED

NO. 2023.095

01/2/23

DATE

**DOUGLAS COUNTY CLERK
MINDEN, NV**

BY AL **DEPUTY**

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 TRUEPOINT SOLUTIONS ("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 July 1, 2023 and will terminate on June 30, 2024, unless the Contract is terminated earlier in accordance with Paragraph 7.

2. **SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows:

a. [Services as described in the attached Exhibit A.]

3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services described set out in Section 2 above for \$165.00 per hour with an amount not to exceed Seven Thousand Five Hundred Dollars \$7,500.00. 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 the 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:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. 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. INSURANCE REQUIREMENTS.

- a. **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:

Truepoint Solutions has entered into a contract with Douglas County to perform work from July 1, 2023 to June 30, 2024], 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:

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
- b. **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.
- c. **AUTOMOBILE INSURANCE.** Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of at least \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.

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. **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.

8. 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.

9. 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.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this 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 this contract shall be subject to inspection, examination and audit by the County.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.

18. 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.

19. 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.

20. 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 DOUGLAS COUNTY:

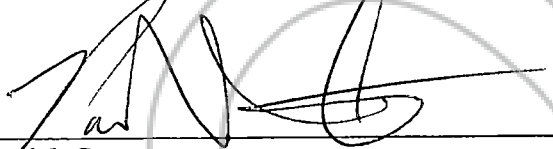
Community Development
Attn: Tom Dallaire
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-6001

FOR CONTRACTOR:

TruePoint Solutions
Attn: Kent Johnson
774 Mays Blvd 10-377
Incline Village, CA 89451
Ph: 916-256-1975]

21. Suspension or Debarment Certification. As federal funding may be used for the project; the Contractor certifies that the firm, business or person signing the Contract has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Failure to disclose all pertinent information about a debarment or suspension shall result in the Contract being cancelled.


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

5/31/23

Date



Kent Johnson
TruePoint Solutions, CEO

05/15/2023

Date



Douglas County, Nevada

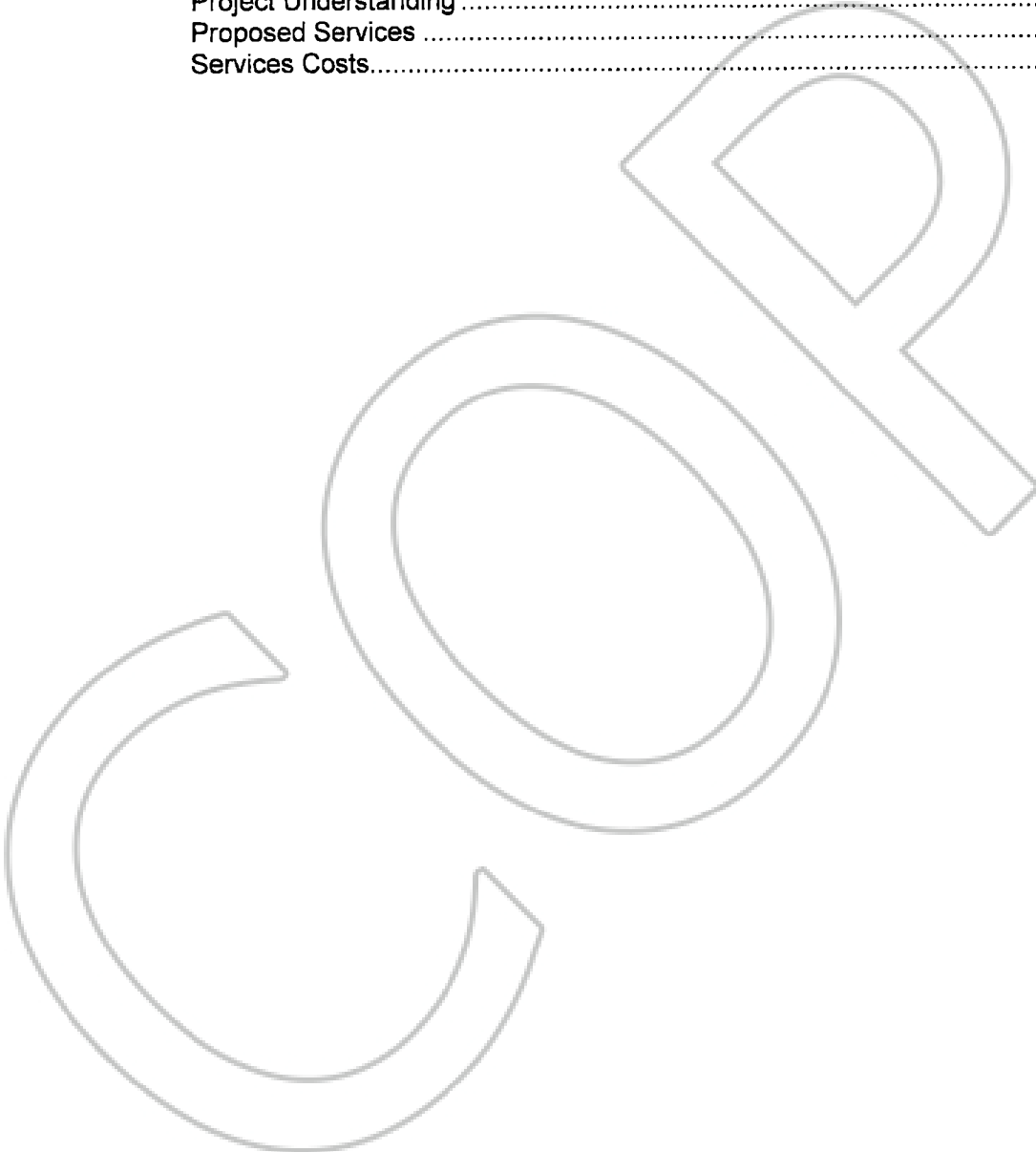
On-Going Service support for DigEplan

5/10/2023

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I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 16+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Accela customers TruePoint has worked with:

Cities	Cities	Cities	Counties	Counties
<ul style="list-style-type: none"> Albany, OR ● Alameda, CA ● Atlanta, GA Asheville, NC Aurora, CO Benicia, CA Berkeley, CA Boise, ID Brookhaven, NY Ceres, CA Chesapeake, VA Chula Vista, CA Clearwater, FL Cleveland, OH Colorado Springs, CO Concord, CA Corte Madera, CA Corvallis, OR Eastvale, CA El Paso, TX Fort Collins, CO Frederick, CO Fresno, CA Fremont, CA Goodyear, AZ Grand Rapids, MI Grass Valley, CA Indianapolis, IN Lincoln, CA Lincoln, NE Livermore, CA Madison, WI Martinez, CA ● Maryland Heights, MO McAllen, TX Menlo Park, CA 	<ul style="list-style-type: none"> Menlo Park Fire, CA Mesa, AZ Meridian, ID Missoula, MT ● Moreno Valley, CA New York City, NY Oakland, CA ● Oklahoma City, OK Omaha, NE Ontario, CA ● Palmdale, CA ● Paso Robles, CA Papillion, NE Pleasant Hill, CA Reno, NV Rochester, MN Palmdale, CA Palo Alto, CA ● Peoria, AZ ● Pleasanton, CA Rancho Cucamonga, CA Ridgefield, WA ● Roseville, CA ● Sacramento, CA ● Saint Helens, OR ● Salt Lake City, UT San Antonio, TX San Diego, CA Santa Clara, CA ● Santa Monica, CA Seattle, WA Spokane, WA Socorro, TX Stockton, CA Sunnyvale, CA Tacoma, WA 	<ul style="list-style-type: none"> Tigard, OR Torrance, CA Virginia Beach, VA Yisalia, CA ● Walnut Creek, CA ● Watertown, WI ● West Sacramento, CA Westminster, CO Whistler, BC ● Yorba Linda, CA ● Yuba City, CA 	<ul style="list-style-type: none"> Adams County, CO Arapahoe County, CO Bexar County, TX Boulder County, CO Buncombe County, NC Clackamas County, OR ● Carroll County, MD Chesterfield County, VA Cobb County, GA Contra Costa County, CA Douglas County, NV Guilford County, NC Gwinnett County, GA Hillsborough County, FL Humboldt County, CA Jackson County, OR King County, WA ● Lake County, CA Lane County, OR Leon County, FL Maricopa County, AZ ● Marion County, IN ● Martin County, FL ● Monterey County, CA ● Multnomah County, OR Napa County, CA ● Nevada County, CA Olmsted County, MN Osceola County, FL Pasco County, FL ● Placer County, CA Pima County, AZ Pinal County, AZ Polk County, FL ● Sacramento County, CA San Benito County, CA San Diego County, CA 	<ul style="list-style-type: none"> San Mateo County, CA Santa Barbara County, CA Santa Clara County, CA Shelby County/Memphis, TN Solano County, CA Stanislaus County, CA Weld County, CO Washoe County, NV Yakima County, WA
				Other State Agencies <ul style="list-style-type: none"> Boston Public Health Commission CA, Coastal Commission CA, Dept. of Water Resources CA - HCAI DC - OSSE State of Oregon State of Michigan State of Montana State of Nevada, Taxicab Auth State of New York TRPA-Tahoe Regional Pln. Auth. CA State Lands Commission City & County of Denver City & County of San Francisco University of Minnesota Unified Government, KC and Wyandotte
				Towns and Villages <ul style="list-style-type: none"> Elk Grove Village, IL Town of Los Gatos, CA Town of Paradise, CA Town of Paradise Valley, AZ Town of Queen Creek, AZ Town of Sahuarita, AZ

III. Project Scope

Project Understanding

TruePoint Solutions appreciates the opportunity to work with the County to enhance the utilization of your Accela Civic Platform products and support the day to day needs of your end users. The Accela Civic Platform is very feature rich and can be continually enhanced to better support your business needs. As we support your needs, we will also focus on knowledge transfer of the Accela Civic Platform features.

TruePoint Solutions proposes a blanket as needed support agreement to work with County staff to support and enhance the Accela Automation functionality. TruePoint can advise, configure, support and train all aspects of the Accela Civic platform and currently works with over 50 hosted Accela customers on the Accela East, West and Canadian hosted sites.

Proposed Services

As Needed Expert Support and General Maintenance

This service will provide day-to-day as need or on call support above and beyond what is provided by Accela Customer Resource Center. It will also provide a budget to continually enhance and expand the County's Accela configuration.

- Training for any aspect of DigEplan. Training can be done on-site or remotely.
- Miscellaneous configuration changes as requested.
- Accela Electronic Plan Review support for DigEplan

Services Costs

Services will be delivered at a rate of \$165 per hour with an amount not to exceed \$7,500
 Services under this agreement will be from July 1st, 2023, thru June 30, 2024
 Services will be billed monthly on a T@M hourly basis as work is requested by the County.

SIGNATURE

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted Douglas County, NV.	Accepted TruePoint Solutions
By:	By:
Print Name:	Print Name: Keith Hobday
Title:	Title: Partner
Date:	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

2 day of June, 2023

By *Mike Spive* Deputy