

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Reno

Department: Community Development



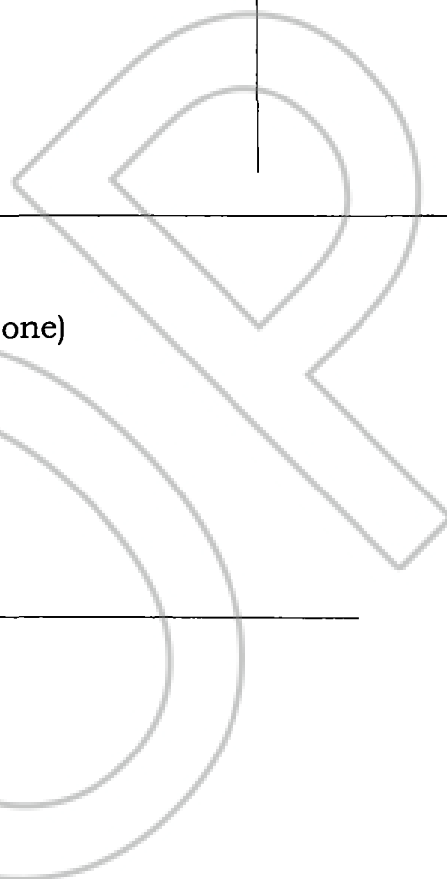
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



FILED

NO. 2023.107

6/14/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY *el* DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

GRANICUS

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 GRANICUS] ("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 1, 2023 and will terminate on May 31, 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. Ongoing monitoring of short-term rental websites as described in the attached Exhibit 1.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services described set out in Section 2 above on a lump basis for twenty-eight thousand, five hundred and fifty-one dollars and thirty-one cents (\$28,775.37). 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:

- 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:

Granicus has entered into a contract with Douglas County to perform work from June 1, 2023 to May 31, 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. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO INSTANCE WILL EITHER PARTY'S LIABILITY UNDER THIS CONTRACT, UNDER ANY THEORY OF LIABILITY AND REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED ONE MILLION DOLLARS (\$1,000,000 USD). CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

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:

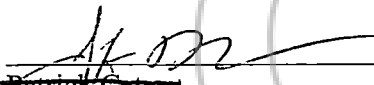
Community Development
Attn: Ernie Strehlow, Ed D
P.O. Box 218]
Minden, Nevada 89423
Ph: (775) 782-9063]

FOR CONTRACTOR:

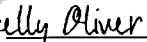
Granicus
Attn: Contracts
408 St. Peter St
St. Paul, MN 55102
contracts@granicus.com

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~~ Date
Douglas County Manager
Jennifer Davidson
Interim Douglas County Manager

DocuSigned by:


Granicus, LLC Date
kelly oliver
Vice President - Legal



Douglas County
 Community Development Department
INTERNAL PURCHASE ORDER

Administration Use Only:

Fiscal Year	20-21 23-24
Purchase Order No.:	

Date: 04/11/2023

Vendor No: _____

-OR-

Vendor Name: Granicus

Address: 408 St. Peter St, Suite 600

City: St. Paul

State: MN Zip: 55102

Phone: _____

Bill to: DC Community Development Department

Address: 1594 Esmeralda Ave, PO Box 218

City: Minden State: NV Zip: 89423

Ship To: DC Community Development Department

Attention: Ann Damian

Address: 1594 Esmeralda Ave, P.O. Box 218

City: Minden State: NV Zip: 89423

Item #	Description	Quantity	Price Each	Total
1	Address Identification	1.00	\$ 20,551.31	\$ 20,551.31
2	24/7 Hotline	1.00	\$ 8,224.06	\$ 8,224.06
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
	Antonio Magadan			\$ 0.00
	antonio.magadan@granicus.com			\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			Shipping:	\$ 0.00
			Total:	\$ 28,775.37

Requestor's Signature: _____

Justification Detail:

Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia 4/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals

Manager Approval: _____

G/L Account: _____

Journal G/L Account: _____

ASM Approval: _____



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Douglas County NV

Granicus Proposal for Douglas County NV

ORDER DETAILS

Prepared By: Antonio Magadan
Phone:
Email: antonio.magadan@granicus.com
Order #: Q-266896
Prepared On: 10 Mar 2023
Expires On: 30 Jun 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 07/01/2023 - 06/30/2024

Order #: Q-266896
Prepared: 10 Mar 2023

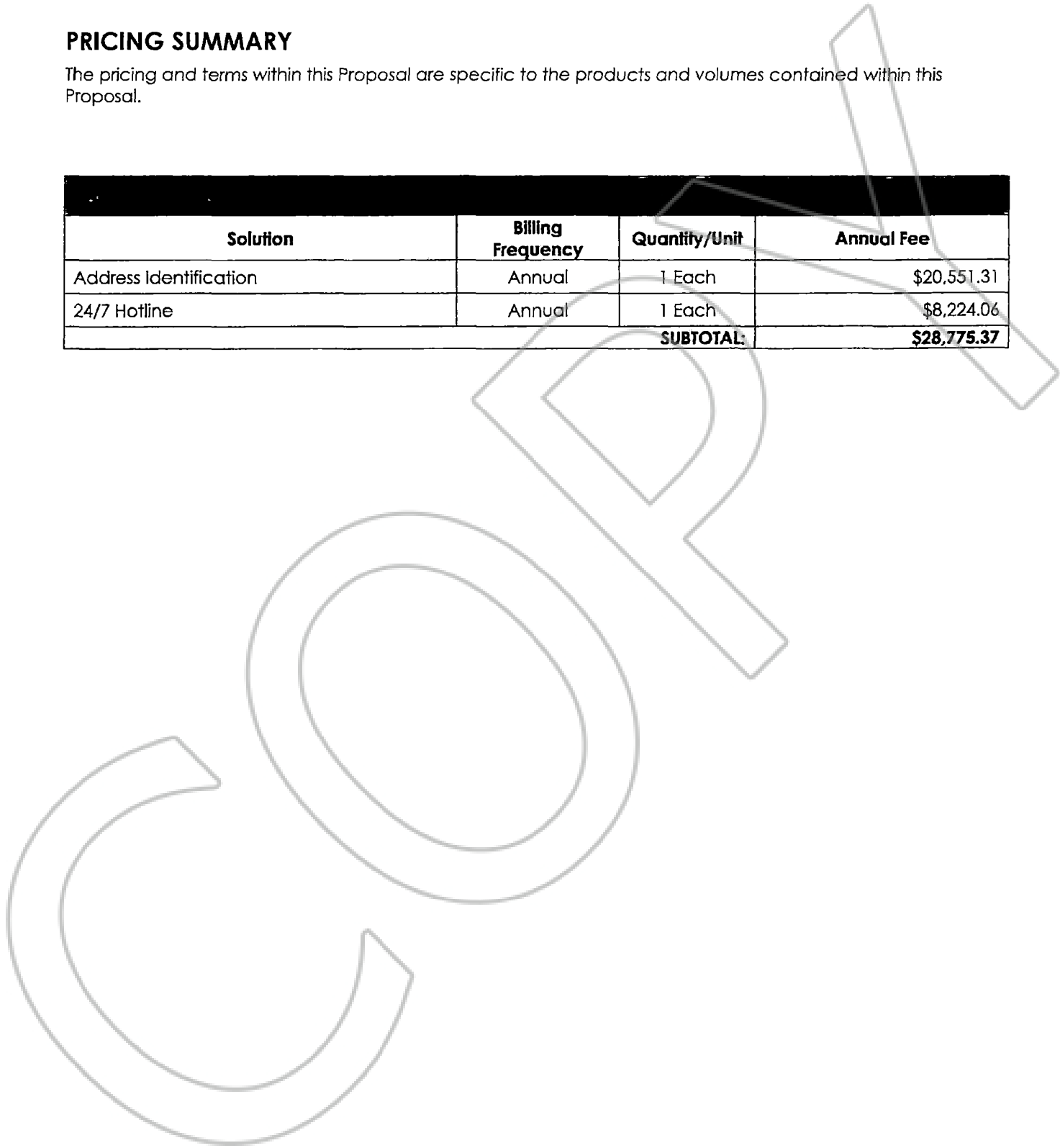


Order Form
Douglas County NV

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$20,551.31
24/7 Hotline	Annual	1 Each	\$8,224.06
SUBTOTAL:			\$28,775.37





PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint



TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 01 Jun 2023 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Douglas County NV to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-266896 dated 10 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.



Order Form
Douglas County NV

BILLING INFORMATION

Billing Contact:	Purchase Order Required?	<input type="checkbox"/> - No
Billing Address:	PO Number:	<input type="checkbox"/> - Yes
Billing Email:	<i>If PO required</i>	
	Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-266896 dated 10 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Douglas County NV

Signature:

Name:

Title:

Date:

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

14th day of JUNE, 20 23

By Emily Dombrowski Deputy