

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

PERSHING COUNTY, NEVADA

AND

This Contract for Services by an Independent Contractor (the “Contract”) is entered into by and between Pershing County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the “County”), and Contractor _____ (“Contractor”). The County and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, Pershing County, a political subdivision of the State of Nevada, 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 County; and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT.

- A) This Contract for services shall be effective as of this ___ day of _____, 2020 and was approved on the _____ day of _____, 2020.
- B) This Contract shall renew annually unless terminated as set forth in Paragraph 6, herein.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- E. Accumulation of vacation leave or sick leave; and
- F. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform the following at Contractor's expense:

A. FIRE INSPECTOR:

1. Inspects buildings and structures to identify potential **fire** hazards. ... Ensures buildings are in accordance with appropriate laws, codes, ordinances, regulations and life safety standards.
2. Inspects buildings to locate hazardous conditions and fire code violations such as accumulations of combustible material, electrical wiring problems, and inadequate or non-functional fire exits.
3. Identifies corrective actions necessary to bring properties into compliance with applicable fire codes, laws, regulations, and standards, and explain these measures to property owners or their representatives.
4. Conducts inspections and acceptance testing of newly installed fire protection systems unless a third-party inspection is required.
5. Inspects and documents tests on existing fire protection and/or fire detection systems to verify that such systems are performed according to current standards.
6. Conducts fire code compliance follow-ups to ensure that corrective actions have been taken in cases where violations were found.
7. Inspects properties that store, handle, and use hazardous materials to ensure compliance with laws, codes, and regulations, and issue hazardous materials permits to facilities found in compliance.

8. Writes detailed reports of fire inspections performed, fire code violations observed, and corrective recommendations offered and updates the information in the currently used software system
9. Develops or reviews fire exit plans.
10. Attends training classes in order to maintain current knowledge of fire prevention, safety, and firefighting procedures.
11. Documents that fire exit drills are conducted in certain facilities as required by statute.
12. Inspects liquefied petroleum installations, storage containers, and transportation and delivery systems for compliance with fire laws.
13. The Fire Inspector shall not perform the responsibilities and duties of the Nevada State Fire Marshall as provided for in NRS Chapter 477, unless required by statute, ordinance, or contract.

4. PAYMENT FOR SERVICES. County agrees to pay Contractor Fifty Dollars (\$50.00) per inspection and if travel is past Humboldt House Exit Contractor will be paid Seventy-five Dollars (\$75.00) per inspection in exchange for the services set forth in Paragraph 3. Contractor shall make those arrangements necessary to comply with County's voucher process. Contractor will submit timely invoices for payment.

5. ASSURANCES AND GUARANTEES. Contractor shall use all resources at Contractor's disposal to accomplish the services detailed in Paragraph 3A (1)-(19).

6. TERMINATION OF CONTRACT. This Contract may be terminated by either Party for any reason with fourteen (14) days written notice. County's obligations for payment as set forth in Paragraph 4 shall cease upon mailing of written notice to terminate the Contract. Any outstanding monthly fees shall be paid to Contractor *pro rata*.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. Notwithstanding any provisions herein, the Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will 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 the Eleventh Judicial Court of the State of Nevada in and for the County of Pershing and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will not assign, transfer or delegate any rights, obligations or duties under the 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 the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the County Recorder-Auditor, the District Attorney, and, if applicable, the Nevada Controller, or any authorized representative of those entities.

12. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

13. MODIFICATION OF CONTRACT. The Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

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

15. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same region under similar conditions.

16. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. With the exception of vouchers for payment (see Paragraph 4), all notices, requests, demands and other communications hereunder must be in writing and addressed as follows:

To County: Pershing County

Attn: Karen Wesner
Post Office Box Drawer E
Lovelock, Nevada 89419
Telephone: (775) 782-6227

To Contractor: (Insert information when available)

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Pershing County, in whatever form, will not be divulged to other competing interests without the permission of the County Commission. In the event of a breach of this provision, County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify County of any other contracts or projects Contractor is working on that may impact County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Pershing County:

By: _____
Carol Shank, Chair (Date)

Contractor:

By: _____
(Date)