

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**Town of Gardnerville, Nevada**

AND

**Contractor Name**

This Contract for Services by an Independent Contractor (the “Contract”) is entered into by and between The Town of Gardnerville (“Town” or “Town of Gardnerville”), a political subdivision of the State of Nevada and **Contractor Name**. (“Contractor”). The Town and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**WHEREAS**, Town of Gardnerville, from time to time requires the services of independent contractors; and

**WHEREAS**, it is deemed that the professional services of **Contractor name** (“Contractor”) herein specified are both necessary and desirable and in the best interests of the Town of Gardnerville; 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 agreements herein made, the parties mutually agree as follows:

**1. Effective Date and Term of Contractor.** This contract shall not become effective until and unless approved by the Town Board of Gardnerville or the Town Manager, whichever is required. Time is of essence for performance of the professional services described herein and all tasks must be completed by **Date**.

**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 Town/County and that:

There shall be no:

- (1) Withholding of income taxes by the Town/County;
- (2) Industrial insurance coverage provided by the Town/County;
- (3) Participation in group insurance plans which may be available to employees of the Town/County;
- (4) Participation or contributions by either the independent contractor or the Town/County to the public employees’ retirement system;
- (5) Accumulation of vacation leave or sick leave;

(6) Unemployment compensation coverage provided by the Town/County if the requirements of NRS 612.085 for independent contractors are met.

**3. Industrial Insurance.** A. Unless the Consultant complies with (B) below, Consultant further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Town/County to make any payment under this contract, to provide the Town/County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Consultant also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

**Enter Consultant Name** has entered into a contract with Town of Gardnerville to perform work through **Date** and requests that the State Industrial Insurance System provide to the Town of Gardnerville/Douglas County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapses in coverage or nonpayment of coverage that the Consultant is required to maintain. The certificate and notice should be mailed to:

Town of Gardnerville  
1407 Hwy 395 N  
Gardnerville, Nevada 89410

Consultant agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Consultant does not maintain coverage throughout the entire term of the contract, Consultant agrees that the Town of Gardnerville may, at any time the coverage is not maintained by Consultant, order the Consultant to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Consultant agrees, prior to the expiration of the six month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Consultant does not make the request or does not provide the certificate before the expiration of the six month period, Consultant agrees that the Town of Gardnerville may order the Consultant to stop work, suspend the contract, or terminate the contract.

B. Consultant may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he/she is a sole proprietor and that:

1. In accordance with the provision 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.

**4. Services to be Performed.** The parties agree that the professional services to be performed are as follows: **(See attached Exhibit 'A')**

**5. Payment For Services.** Contractor agrees to provide the professional services set forth in Exhibit "A" **at a cost not to exceed \$amount.** In addition, the Town Does Not Agree to reimburse Contractor for Travel expenses and per diem allowances. Unless Contractor has

received a written exemption from the Town, Contractor shall submit monthly requests for payment for services performed under the agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. The contract is a lump sum contract and not based on actual hours worked.

**6. Termination of Contract.** This contract may be revoked without cause by either party after the first year, provided that a revocation shall not be effective until 15 days after a party has served written notice upon the other party.

**7. Nonappropriation.** All payments under this contract are contingent upon the availability to the Town 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 Town for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the Town's obligations under it shall be extinguished if the Town 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 Town under this contract that are not paid to Contractor shall automatically revert to the Town's discretionary control upon the completion, termination, or cancellation of the agreement. The Town 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.

**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 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.

**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 Town.

**11. Town 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 Town, including, but not limited to, the contracting agency, the Town Manager, the

County Manager, the District Attorney, and if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. 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 Town and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the Town upon completion, termination or cancellation of this contract. Alternatively, if the Town 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 and all other pending matters are closed. If, at any time during the retention period, the Town, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the Town, unless the Town 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 Town.

**13. Public Records Law.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Town by Contractor unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev. Rev. Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev. Rev. Stat. ch. 239, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way 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 Town 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.

**14. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Town from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify Town against such claims. Notwithstanding the obligation of Contractor to defend Town as set forth in this paragraph, Town may elect to participate in the defense of any claim brought against Town because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at Town's own expense and Town shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

**15. Modification of Contract.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Gardnerville Town Board.

**16. Authority.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. 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 locality under similar conditions.

**18. Waiver of Lien.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. 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 Town.

**20. Notices.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To Town:** Town of Gardnerville  
Attn: Town Manager  
1407 Highway 395 N  
Gardnerville NV  
Telephone: (775) 782-7134

**To Contractor:** Contractor  
Address  
Carson City NV, 89703  
Telephone:

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

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

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Contractor Name

Date

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Lloyd W. Higuera, Chairman  
Town of Gardnerville Board

Date