

**CONTRACT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR
TO PROVIDE
COMMUNITY DEVELOPMENT SERVICES**

This Agreement is made and entered into on this 1st day of July, 2017, by and between STOREY COUNTY (the "County"), and BATTLE BORN CONSULTING SERVICES, LLC, a Nevada limited liability company (the "Contractor"), as follows:

WHEREAS, the County is a political subdivision of the State of Nevada;

WHEREAS the County requires the services of an independent contractor that will assist it in providing administrative functions for community development and oversight; and

WHEREAS, Contractor has substantial experience in local government administration and management;

WHEREAS, the County desires to employ Contractor to assist it in providing county administration functions for community development oversight;

WHEREAS, the County holds that the services of Contractor are both necessary and desirable, and that contracting with Contractor is in the best interest of the County; and

WHEREAS, Contractor represents that it is ready, willing, and able to perform and render services hereinafter described;

WHEREAS, the parties, by this writing, desire to memorialize their understanding and agreement;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **Employment of Contractor.** The Board of County Commissioners of Storey County hereby agrees to retain the services of Contractor to act as the Storey County Community Development Director, as specified herein and to fulfill all other goals and objectives as the Storey County Manager shall, from time to time, assign to Contractor.
2. **Work to Be Performed.** Contractor agrees to perform all services that the Community Development Director would provide the County. The Contractor shall provide services hereunder exclusively through Gary Hames, as the designated representative of Contractor, for the duration of this Agreement. Contractor shall be responsible for:
 - a. **Enforcement:** to see that the laws of the State of Nevada and all laws, ordinances, codes, amendments and policies of Storey County are duly enforced and that all permits, certificates of occupancy and privileges granted or entered into by the Community Development Department are faithfully observed.
 - b. **Department and Employees:** to control, order, give direction to, and to assist and provide recommendations to the County Manager and Administrative Officer in hiring, promoting, disciplining, and demoting or removing all personnel of department. To organize, reorganize, consolidate or combine offices, positions,

departments or other units under the Community Development Department as permitted by the Storey County Code, Collective Bargaining Agreements and Nevada Revised Statutes, and as allowed by the County Manager.

- c. **Control and Supervision:** to exercise control over and to supervise, in general, all personnel of the Storey County Community Development Department.
 - d. **Commission Meetings:** to participate as required at Storey County Commissioner meetings as requested by the County Manager. To include recommendation reports and correspondence to the County Manager directly in regards to all items associated with the Community Development Department.
 - e. **Attend Meetings:** to attend meetings as requested by the Storey County Manager. This may include public safety meetings, Commissioner Meetings, department head meetings and all other meetings as deemed appropriate by the Storey County Manager.
 - f. **Recommendations:** to recommend to the Storey County Manager and/or the Board of Storey County Commissioners for adoption of such actions, resolutions, codes, amendments and ordinances as deemed necessary and prudent.
 - g. **Inform and Advise:** to keep the County Manager at all times fully advised as to the operational, financial, and general condition and needs of the Community Development Department.
 - h. **Investigation of Affairs:** to make investigations into the affairs of the Community Development Department, in cooperation with Storey County Human Resources as applicable, any contract, or the proper performance of any obligation to the Community Development Department.
 - i. **Investigation of Complaints:** to investigate all complaints in relation to matters concerning the administration of the Community Development Department and in regards to the service maintained by the Community Development Department.
 - j. **Supervision of Public Property:** to exercise general supervision over all Community Development buildings, vehicles and equipment which are under the control of the County Manager.
 - k. **Full Time Duties:** to devote Contractor's entire time and resources to the duties set forth in this Contract and to the interests of the County while this contract is in effect.
 - l. **Reports and Recommendations:** to make reports and recommendations as may be desirable or requested by the County Manager.
 - m. **Strategic Planning:** to at least annually, or more frequently, participate in county-wide strategic planning as coordinated by the Storey County Administrative Officer and/or County Manager. To coordinate internal team building workshop for Community Development personnel and closely related personnel; oversight and coordination of an internal goals setting session to review and develop strategic objectives for the department.
3. **Term of Contract.** The term of this contract shall commence on July 1, 2017, and continue indefinitely, subject to the terms contained in Section 7 of the Contract (Termination of Contract). The termination of this contract will be in accordance with Section 7 of the Contract.

4. **Compensation.** In consideration of the Services to be provided hereunder, the County shall pay Contractor the sum of Eleven Thousand Three Hundred and Fifty Four Dollars (\$11,354) per month. This sum includes all payments owed to contractor. There will be no additional payments for insurance, travel, vehicle, benefits for employee provided by Contractor, federal income taxes, Medicare costs, private office space, housing, cell phone, or per diem costs. The County shall make a payment to the Contractor on the fifteenth day of each month for services provided during the prior month provide; however, the Contractor provides the County an invoice by the 1st day of the month following the month in which Contractor provided such services. This Contract may be reopened for discussions regarding the appropriate payment for the services by either party at the anniversary of the signed Agreement. To reopen this Agreement, the party wishing to reopen this Agreement must issue written notice of its intent to reopen the Agreement to the other party. Written notice must be issued no later than thirty (30) days before the anniversary date.
5. **Insurance.** Contractor further agrees, 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 payments pursuant to this contract in regards to general liability insurance, industrial insurance and errors and omissions insurance, to provide the County with a work certificate issued by a qualified insurer in accordance NRS 616B.627 and to provide the following written request to qualified insurers providing errors and omissions, general liability and/or industrial insurance
- Battle Born Consulting Services, LLC (BBCS) has entered into a contract with Storey County to perform services as the community development director commencing on July 1, 2017, and has general liability and errors and omissions, and/or industrial insurance. Attached is the appropriate documentation of that coverage. Any lapse in coverage or nonpayment of coverage that BBCS, LLC is required to maintain shall be reported to the County by the qualified insurer.*

The certificate and notice shall be emailed to:

Pat Whitten, Storey County Manager

pwhitten@storeycounty.org

And

Austin Osborne, Storey County Administrative Officer

aosborne@storeycounty.org

Contractor agrees to maintain required general liability, industrial insurance and errors and omissions insurance coverage throughout the entire contract. If the Contractor does not maintain coverage throughout the entire term of this contract, it must immediately notify the County Manager and Administrative Officer. The Contractor must immediately stop work until coverage is provided or the County Manager terminates this contract. There will be no compensation provided during the time the coverage is not provided or the coverage has lapsed.

Independent Contractor Status. The parties agree the Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS Chapter 284, as necessarily adapted to the parties, including that the Contractor is not a County employee and there shall be no:

- a. Withholding of income taxes by the County.
 - b. Industrial insurance coverage provided by the County.
 - c. Participation or contributions by either the Contractor or the County to the Nevada Public Employees Retirement System.
 - d. Accumulation of vacation leave or sick leave provided by the County.
 - e. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.
- 6. Termination of Contract.** Either party may terminate this contract without cause, provided that the termination of the contract shall not be effective until 30 days after the party has served written notice on the other party. All monies due and owing up to the point of termination shall be paid by Storey County to Contractor within 60 days unless otherwise agreed upon by the parties.
- 7. Construction of Contract.** All disputes arising out of or related to this Contract will be governed by the laws of the state of Nevada, with venue in the First Judicial District Court in and for Storey County Nevada.
- 8. 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 Agreement.
- 9. Assignment.** Contractor shall not assign, transfer, nor delegate any rights, obligations or duties under this Agreement.
- 10. County Inspection.** The books, records, documents, and accounting procedures and practices of Contractor related to this Agreement shall be subject to inspection, examination, and audit by the County, including, but not limited to, the contracting agency, the District Attorney, County Manager, Comptroller, Administrative Officer, and, if applicable, the Comptroller General of the United States, or any authorized representative of those agencies.
- 11. Disposition of Contract Materials.** Any books, reports, studies, photographs, negatives, or other documents, data, drawings, or other materials supplied to the Contractor in the performance of its obligations under this Agreement 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 Agreement. All documents or any other materials prepared by the Contractor under this Agreement become the sole property of Storey County and must be delivered to Storey County. Storey County has the absolute right to use any materials prepared under this Agreement for whatever purpose they may so desire.
- 12. Public Records Law.** Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor), unless designated as confidential by a specific statute of the State of Nevada,

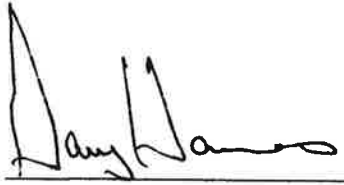
shall be treated as public records pursuant to NRS 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental agency.

13. Modification of Contract. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the County Manager.

In Witness whereof, the parties hereto have caused this Contract for Economic Development Director services to be signed and intend to be legally bound thereby.

Battle Born Consulting Services, LLC:

Storey County:



7/1/17



1 JUL 2017

Gary Hames, President

Date

Pat Whitten, County Manager Date

ATTEST:

By: 

Vanessa Stephens, County Clerk