



Douglas County Nevada

Request for Proposals For A Compensation & Classification Study

Douglas County Nevada

1594 Esmeralda Avenue, PO Box 218

Minden, Nevada 89521

(775) 782-9860

RFP Release Date

August 15, 2022

Proposal Submittal Due Date

September 16, 2022, 2:00 PM

I. INTRODUCTION

A. General Information

Douglas County (the County) invites qualified firms/consultants to submit proposals for conducting a comprehensive compensation and classification study. The required services are herein described in the Scope of Work. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal Request for Proposals (RFP).

To be considered proposals must be received by Douglas County at Douglas County Human Resources, 1594 Esmeralda Avenue, P.O. Box 218, Minden, Nevada 89423, by no later than 2:00 p.m. on September 16, 2022 to:

Wendy Lang
Human Resource Director

Physical Address:
Douglas County Human Resources
1594 Esmeralda Avenue

Mailing Address
Douglas County
P.O. Box 218
Minden, NV 89423
775-782-9860
Email: wlang@douglasnv.us

During the evaluation process, Douglas County reserves the right, where it may serve the County's best interest, to request additional information or clarification from firms, or to allow corrections of errors or omissions. At the discretion of Douglas County, firms submitting proposals may be invited to an interview and requested to make oral presentations as part of the evaluation process.

Douglas County reserves the right to retain all proposals submitted and to use any ideas(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the county and the firm selected.

It is anticipated that selection of a firm by the County Manager will be completed by September 30, 2022. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval of the Board of County Commissioners. The County reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the County's intent to contract for the services presented herein for the current fiscal year beginning in October 2022 and ending April 30, 2023. This RFP includes a proposed calendar with key dates for the work to be completed in section III of this RFP.

II. ORGANIZATION PROFILE, BACKGROUND, AND OBJECTIVES

A. Organization Profile

Douglas County is a local government organization centrally located just 15 minutes south of Nevada's state capital and bordering the truly one-of-a-kind Lake Tahoe with all its summer and winter activities, Douglas County is recognized as the gem of Northern Nevada - a hidden jewel. On Nevada's western border, framed by the Carson Range of the Sierra Nevada and Pine Nut Mountains, Douglas County unfolds. Here you can still find miles of open space, expansive ranches and farms, many historical sites and displays, along with a wealth of outdoor recreation activities.

The county is the fifth largest community in the state, serving approximately 49,000 residents. With a service area encompassing approximately 600 square miles, the County provides services related to ten functional areas- General Government, Judicial, Public Safety, Public Works, Sanitation, Health, Welfare, Cultural and Recreation, Community Support, and Utilities.

The County is governed by a five-member Board of Commissioners elected at-large to four- year terms by residents of the community. The County Manager administers the day-to-day operations of the county in accordance with policies and procedures established by the Board of Commissioners.

The County currently employs five hundred and thirty (530) full time employees and two hundred and seventy (270) part time employees in 258 classifications. The County last underwent a full compensation and classification analysis in 2015. Some classifications are new (created after 2015), and some have been long established. Almost half of the classifications are represented by one of three bargaining units: the Douglas County Employee Association, the Douglas County Sheriff's Protective Association, and the Douglas County Sheriff's Protective Association – Sergeant's Bargaining Unit. The employees of Douglas County are organized into multiple departments within the organization structure attached to this document for reference (Attachment A).

B. Background

Douglas County values its employees and works to develop a workforce that serves and is valued by County citizens. To attract and retain high-quality public servants dedicated to providing exceptional service and building community confidence, it is important for the County to periodically assess the human capital needs of the organization and evaluate the County's compensation philosophy to ensure it is aligned with the

organization's strategic objectives. These objectives include investing in County staff and building talent from within, reinforced through a performance evaluation and compensation system that is tied to strategic goals and is fiscally sustainable.

Pursuant to Douglas County Administrative Policy and Procedure 200.11 Compensation, the Human Resources Director is responsible for the continuous maintenance and administration of the Compensation/Classification Plan (the Plan) for the County. As part of this responsibility, the Director is required to review and analyze prevailing rates of pay for similar positions in comparable labor markets by conducting wage and salary surveys. On the basis of this information, the Director will recommend to the County Manager changes to keep the Plan current, uniform, and equitable. Such recommendations will be reviewed and approved or modified by the County Manager and submitted to the Board of County Commissioners for consideration.

In March 2022, the Douglas County Human Resources Director prepared a report with recommendations in accordance with County Policy 200.11. It contained updated market data regarding rates of compensation in the region, a discussion regarding the status of human capital and resource related needs and risks for the organization first identified in a 2019 Risk Assessment, and an overview of trends in recruitment and retention. A copy of this report is available on the county's website by clicking [here](#) (Agenda Item #4 beginning on packet page 86).

As part of this report the Human Resources Director recommend the Board take immediate steps to address compensation and adjust the pay plan consistent with actions taken by comparable jurisdictions in the region including a 2% cost of living adjustment (COLA) effective in in April 2022, in addition to a 2% COLA and a onetime 7% market adjustment for all county employees effective July 1, 2022. Additionally, the Human Resource Director recommended the County bring in an independent consultant to conduct a full compensation and classification study in fiscal year 2022-23 to review position classifications, pay grades, compensation philosophy, and evaluate the market for verification that no further adjustments to salaries are needed.

Recognizing that funding for personnel costs is an integral part of the budgeting process, the Board of County Commissioners agreed with the recommendations and included an independent analysis of the County's classifications and compensation plan as part of the FY2022/2023 annual budget.

The objective of this Request for Proposal (RFP) is that the Consultant will evaluate the body of work performed by employees; review/update/create class specifications; evaluate the County's labor market competitiveness, and recommend classification and compensation program policies, processes, and procedures.

III. NATURE OF SERVICES REQUIRED

A. Scope of work to be Performed

Douglas County is seeking proposals from qualified human resources firms/consultants to conduct a thorough analysis of the county's existing classifications and compensation plan. The selected consultant will be asked to complete the following tasks:

1. Required Tasks (Classification Analysis):
 - a) Schedule and conduct an initial meeting with the County Manager, Director of Finance, and Human Resources to discuss the process and tasks to be performed in the study, and to include reasonable dedication of key personnel.
 - b) Schedule and conduct a meeting with Executive Management Team (Department Heads and Elected Officials) to explain study and process to be used.
 - c) Provide frequent project updates to Human Resources.
 - d) Provide for a comprehensive evaluation of every job classification in the county to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
 - e) Must accommodate the unique nature of certain functions and responsibilities characteristic of local government agencies, and of the county.
 - f) Evaluate all county classifications for appropriate Fair Labor Standards Act (FLSA) designation.
 - g) Review current classification grade methodology and propose recommended strategies for the county.
 - h) Conduct interviews and/or job audits as appropriate for each classification. Interviews and/or job audits may be conducted individually or in groups based upon classification. Due to the COVID-19 pandemic, interviews may be conducted virtually or by phone as well as in person.
 - i) Assess all classifications regarding unique characteristics of the position, such as "on call" requirements, required certifications, and supervisory requirements.
 - j) Develop custom job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications such as education, experience, and skills, working conditions, and certification requirements for classification as needed.

- k) Facilitate draft job description review and employee feedback process and provide support for any informal or formal appeals.
- l) Present proposed recommendations to the County Manager and Human Resources for review prior to making any final classification determinations.
- m) Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
- n) Identify career ladders/promotional opportunities as deemed appropriate.
- o) Submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
- p) Provide a straightforward and easily understood maintenance system that Human Resources will use to keep the classification system current and equitable. Maintenance should include annual activities, as well as the process Human Resources would use in the review of the classification of individual jobs, as needed.
- q) Conduct a comprehensive training program for Human Resources staff to ensure that staff can explain and administer the new system in the future. The training program should be clearly described in the proposal.
- r) Prepare a final classification report and assist staff with a presentation of the same at a public meeting of the Board of County Commissioners.

2. Required Tasks (Compensation Analysis):

- s) The Consultant will evaluate the body of work performed by employees and evaluate the county's labor market competitiveness, and recommend additional classification and compensation program policies, processes, and procedures.
- t) The compensation survey will encompass a labor market survey of comparable public agencies. Agencies used will be agreed upon prior to commencement of the analysis. Benefits to be analyzed as part of the total compensation will be agreed upon by the County and Consultant prior to commencement of the project.
- u) Collect and analyze labor market total compensation (salary and benefits) data, summarize findings, and monitor survey process.
- v) Evaluate existing internal salary relationships and make appropriate recommendations.

- w) Review the current Salary Schedule structure and make recommendations that will provide the best structure to accommodate the needs of the County.
- x) Prepare a final compensation report and assist staff with a presentation of the same at a public meeting of the Board of County Commissioners.

B. Time Requirements

The following is a list of key dates including the due date for proposals to be submitted:

Date:	Activity
August 15, 2022	Request For Proposals Issued
September 2, 2022	Deadline for Submitting Questions
September 9, 2022	Responses to Questions
September 16, 2022	Proposal Closing/Deadline of Proposal Submittal
September 30, 2022	Proposal Evaluations Completed
October 6, 2022	Award by the Board of County Commissioners
October 14, 2022	Implementation of Contract
Weekly Date and Times TBD	Progress Reporting
March 17, 2023	Draft Report and Recommendations Due
April 7, 2023	Final Report and Recommendations Due
April 20, 2023	Presentation to the BOCC at a Public Meeting

C. Entrance Conferences, Progress Reporting, Exit Conference

At a minimum, the following conferences are to be held on or before the dates indicated below:

1. Entrance conference with all key department personnel and department heads of key offices or programs shall be held no later than the last business day in November. The purpose of this meeting will be to discuss the work to be performed and expectations to ensure the success of the project if not previously communicated. This meeting will also be used to establish overall liaison for the consultant and to make arrangements for file sharing and resources if needed.
2. Progress meetings with key finance department personnel shall be held weekly unless both parties determine it is not necessary.
3. The Consultant should be available for any meetings that may be necessary to discuss the draft report and recommendations. Once all issues of discussion are resolved, the final report shall be delivered to the Human Resources Director by April 7, 2023.

D. Assistance to Be Provided and Report Preparation

The Human Resources Director will be the primary liaison between the consultant and the Human Resources Department staff. The Human Resource staff will be available

during the project to assist the consultant by providing information, documentation and explanations. The preparation of the presentation to the Board of County Commissioners in addition to the final report will be the responsibility of the Consultant with input from the department.

E. Working Paper Retention

All working papers and reports must be retained at the consultant's expense for a minimum of seven (7) years, unless the firm is notified in writing by the County of the need to extend the retention period. The consultant will be required to make working papers available to the County or any government agencies upon request.

F. Indemnification

The selected firm will be required to provide proof of various insurance policies as set forth more fully in the County's standard Contract for Services by an Independent Contractor attached hereto as **Attachment B**.

IV. PROPOSAL REQUIREMENTS

A. General Requirements

1. Until the receipt and opening of proposals, the principal contact with Douglas County is listed below. All questions are to be submitted in writing. Questions will only be received through 5:00 p.m. on September 2, 2022. Responses to all questions will be posted in writing by September 9, 2022 on the County's RFP [webpage](#).

Wendy Lang, Human Resource Director
Douglas County Human Resources
1594 Esmeralda Avenue
P.O. Box 218
Minden, NV 89423
775-782-9860
Email: wlang@douglasnv.us

2. Unless otherwise directed in writing by the above-named individual, all contacts regarding the RFP shall be with the above-named individual only. Firms contacting other County staff, County officials, or members of the Douglas County Board of Commissioners for topics pertaining to this request, may be disqualified for doing so.
3. Three copies of the sealed proposal shall be received in Douglas County Human Resources Department by September 23, 2022 in addition to one electronic copy submitted to the Human Resources Director at the email address listed above.

B. Format for Proposal

1. **Title Page.** The proposal should include a title page with the RFP's subject, the firm's name, address and telephone number of the firm's contact person, and the date of submission.

2. **Table of Contents.** Identify the materials submitted by section and page number.
3. **Signed Transmittal.** Letter briefly stating the Firm's understanding of the work to be done, the commitment to perform the work within the time, and the name, title, physical location, ad email address and telephone number of the person(s) authorized to represent the firm.
4. **Detailed Proposal.** Following the scope set forth in this request for proposals.
5. **Contents of the Proposal.** The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake the work specified by the County in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the firm and of the specific staff to be assigned to this engagement. It should also specify the approach that the firm will use to meet the requirements of this RFP.

The Proposal should address all points outlined in the RFP (**excluding any cost information**).

The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the following subject must be included, and represent the criteria against which the proposal will be evaluated:

- a. **Nevada Business License.** All businesses operating in Nevada must obtain a State Business License issued by the Nevada Secretary of State. To qualify the firm must provide its valid Nevada Business License Number or proof of exemption from the Nevada Secretary of State.
- b. **Independence.** The firm shall provide an affirmative statement that it is independent of Douglas County.
- c. **Firm Qualifications and Experience.** To qualify the firm must have extensive experience in compensation and classification analysis and studies for governmental entities, including local governments. The firm should have a systematic process for assessing position responsibilities, drafting job descriptions, evaluating compensation structure and strategy, and assessing compensation from the competitive labor market. The firm should also have knowledge of employment law as it relates to establishing classifications and descriptions, including but not limited to the Fair Labor Standards Act and Americans with Disabilities Act.

The Firm should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis, and on a part-time basis. Staff consistency is an important consideration.

The Firm is also required to submit a copy of a report of its most recent classification and compensation analysis.

The firm must also provide information on the circumstances any action or litigation taken or pending against the firm during the past three (3) years by State regulatory bodies,

professional organizations or clients.

- d. **Partner, Supervisory and Staff Qualifications and Experience.** Identify all staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes, indicating the knowledge, skills, abilities, certifications, and experience of each such person.

Engagement partners, managers, other supervisory staff, consultants and specialists may be changed if those personnel leave the firm. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the firm if the replacement has substantially the same or better qualifications or experience.

- e. **Similar Engagements with Other Government Entities and References.** For the firm's office that will be assigned responsibility for the work, list the most significant engagements (maximum 5) performed in the last three (3) years that are similar to the engagement described in this RFP. The engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partners, and total hours. Provide the name, e-mail address and telephone number of the principal client contact.

Provide a list of client references for which services similar to those outlined in the RFP are currently being provided. For each reference listed, provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided, and the name, address, e-mail address, and telephone number of the responsible person within the reference's organization. The County reserves the right to contact any or all of the listed references regarding the audit services performed by the Firm.

- f. **Specific Approach to the Analysis.** The proposal must contain a work plan, including an explanation of the audit methodology to be followed to perform the services required in this RFP. Firms will be required to provide the following information on their approach:
- i. Proposed segmentation for the engagement.
 - ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - iii. Type and extent of analytical procedures to be used in the engagement. This should include the approach, means, methods and procedures to be employed to gather the data, analyze findings and develop recommendations as requested.
 - iv. Approach to be taken to gain and document an understanding of the County's internal organization structure.

- v. Proposed way in which the work product will be structured and presented upon completion.
- vi. Identification and description of any anticipated potential problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.
- vii. **No dollar amounts should be included in the Proposal**

V. EVALUATION PROCEDURES

A. Review of Proposals

Proposals will be evaluated by an Evaluation Committee comprised of County management. The Evaluation Committee will consist of, at a minimum:

Patrick Cates, County Manager
Jenifer Davidson, Assistant County Manager
Wendy Lang, Human Resources Director
Terri Willoughby, Chief Financial Officer

Proposals will be evaluated using two sets of criteria: Mandatory Elements and Technical Quality. Firms meeting the mandatory criteria will qualify to have their proposals evaluated and scored for technical qualifications.

B. Evaluation Criteria

1. Mandatory Elements.

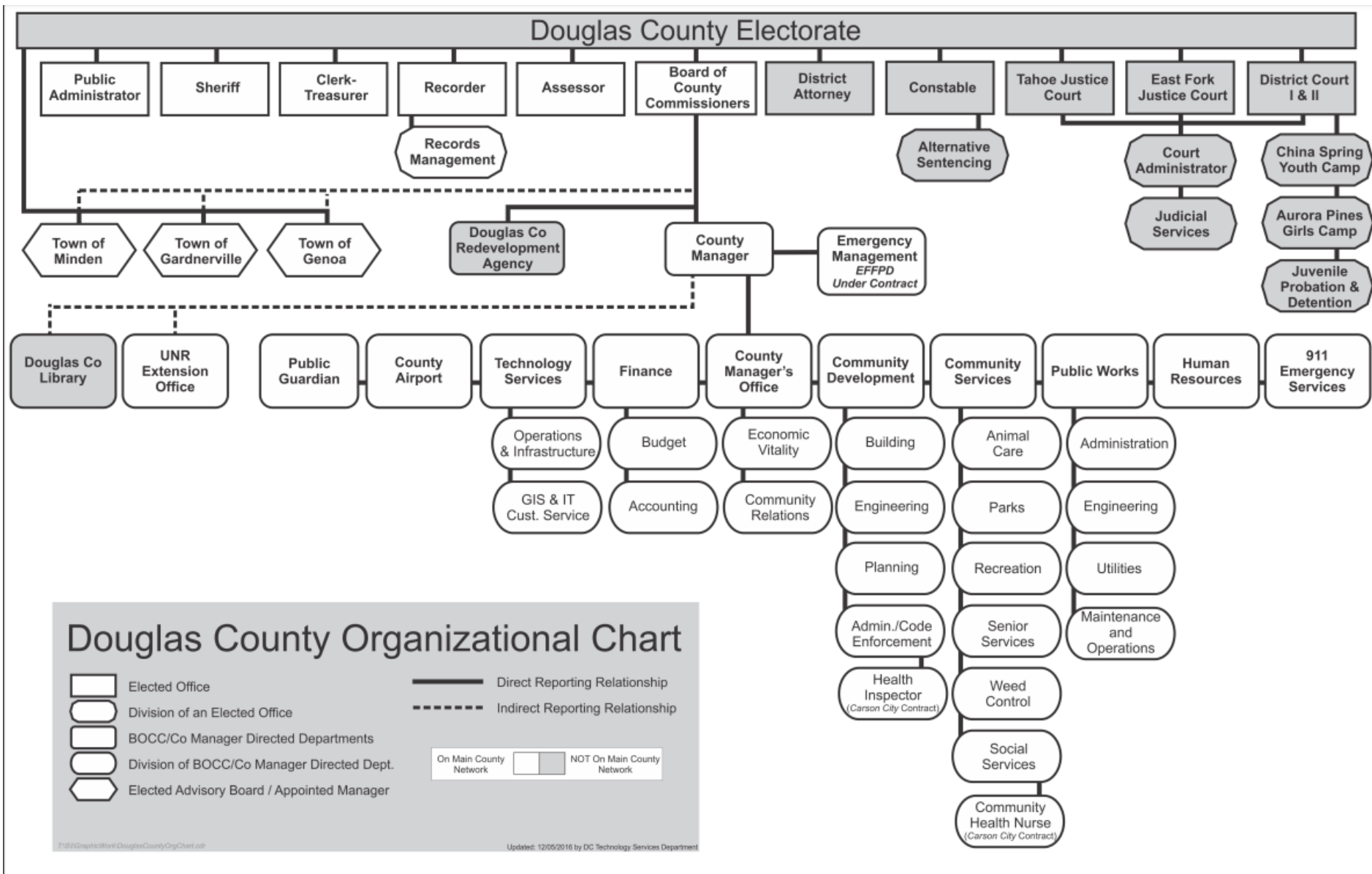
- a. Proposal must be received by date and time due.
- b. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- c. The firm is independent and licensed to practice in Nevada.
- d. The firm has no conflict of interest with regard to any of the work performed by the firm for the County.
- e. The firm submits a copy of its last classification and compensation report and the firm has a record of quality work.

2. Technical Quality.

- a. The firm's past experience and performance on comparable government engagements.
- b. The skills and credentials of the firm's professional personnel to be assigned to the engagement and the firm's management support personnel to be available for technical consultation.
- c. Engagement Approach.
- d. Adequacy of proposed staffing plan for various segments of the engagement.
- e. Adequacy of sampling techniques.

- f. Adequacy of analytical procedures.
-
- C. **Interviews.** As part of the evaluation process, the highest-scoring firms may be invited to participate in an interview with the Evaluation committee. Firms will be requested to make a presentation of no longer than 30 minutes, and then have an opportunity to answer any questions the committee may have about the firm's proposal. Interviews are tentatively scheduled for the week of September 19th, 2022.
 - D. **Final Selection.** The County will select a firm based upon the recommendations of the Evaluation Committee. It is anticipated that the contract for the selected firm will be presented to the Board of County Commissioners on October 6, 2022. Final award of the contract to the selected firm is contingent upon approval by the Board of County Commissioners.
 - E. **Right to Reject Proposals.** Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected. The County reserves the right to reject any or all proposals.

Attachment A



Douglas County Organizational Chart

- Elected Office
- Division of an Elected Office
- BOCC/Co Manager Directed Departments
- Division of BOCC/Co Manager Directed Dept.
- Elected Advisory Board / Appointed Manager
- Direct Reporting Relationship
- Indirect Reporting Relationship
- On Main County Network
- NOT On Main County Network

7/18/16 Graphics/Work/DouglasCountyOrgChart.cdr Updated: 12/05/2016 by DC Technology Services Department

Attachment B

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423

AND

NAME
ADDRESS
PHONE
EMAIL

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 _____ ("CONTRACTOR") LICENSED TO DO BUSINESS IN THE STATE OF NEVADA, ID# _____. 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 _____, and will terminate on _____, unless the Contract is terminated earlier in accordance with Paragraph 9.
- 2. SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are:
- 3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 at a fixed fee rate of _____. Contractor agrees to submit invoices upon completion of each phase. 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:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) 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. 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:

[_____] has entered into a contract with Douglas County to perform work from [_____], 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 appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to Contractor during the time the coverage is not provided or has lapsed.

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. PROFESSIONAL LIABILITY INSURANCE. Contractor must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000) per claim. A copy of Contractors current professional liability coverage naming County as a certificate holder shall be provided to the County upon Contractor signing this Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. INCORPORATED DOCUMENTS. The Parties agree that this Contract references and incorporates, Exhibit _____, attached hereto. The language of this Agreement controls over any conflict or interpretation of language or terms in Exhibit _____.

20. 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.

21. 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.

22. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and 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.

23. 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.

24. CONFIDENTIALITY. This Agreement contemplates that Contractor will have confidential information made known to him which is not known to the general public. Contractor is under a duty to retain confidential information disclosed by the County or employees subject only to disclosure as authorized by the client or by court order, court rule or state or federal law.

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

26. BOYCOTT. Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

27. 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 COUNTY:
DOUGLAS COUNTY
Attn: Wendy Lang
P.O. Box 218
Minden, Nevada 89423
(775) 782-9066

EXHIBIT A

Proposal for Douglas County, NV