

**Carson City Culture & Tourism Authority
Agenda Report**

Date Submitted: 10/04/17

Agenda Date Requested: 10/09/17

Time Requested: 15 Minutes

To: Carson City Culture & Tourism Authority - Board of Directors

From: Joel Dunn, Executive Director

Subject Title: For Discussion and Possible Action: Action to approve Contract No. 2017-1013, a request for professional services to be provided by NV Consulting LLC., for \$63 per hour not to exceed Forty (40) hours per week to be funded from the Professional Services Account of the Carson City Culture & Tourism Authority, for a fiscal impact not to exceed \$131,040 dollars.

Staff Summary: CTA will enter into a short-term Professional Service Contract with NV Consulting LLC to develop an Employment Strategy Plan for the successful transition, recruitment and succession of the CTA Executive Director position. Additionally, NV Consulting LLC will provide administrative services and act as Counsel for CTA Staff on behalf of the CTA Board.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action: **I move to authorize Jonathan Boulware, Chairman of the Carson City Culture & Tourism Authority, to record his signature for the execution of contract No. 2017-1013, a request for professional services to be provided by NV Consulting LLC., on/or before October 13, 2017.**

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$63 per hour not to exceed Forty (40) hours per week for a fiscal impact not to exceed \$131,040 dollars.

Explanation of Impact: Execution on/or before October 13, 2017, and will terminate on October 13, 2018, with the option to renew the contract for successive one (1) year terms.

Funding Source: 740-7200-413-03-49 - Professional Services Account

Supporting Material: CTA Budget Report – July 2017 (Accounting Period 01/2018)

Prepared By: Joel Dunn, Executive Director

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 2017-1013
Title: Consultation and Administrative Services

THIS CONTRACT is made and entered into this 13th day of October, 2017, by and between the Carson City Culture & Tourism Authority, hereinafter referred to as “**CTA**”, and NV Consulting LLC, hereinafter referred to as “**NVC**”.

WITNESSETH:

WHEREAS, the Carson City Culture & Tourism Authority Board of Directors is authorized to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, **NVC’S** compensation under this agreement (does ___) (does not ___X_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the professional services of **NVC** for **CONTRACT No. 2017-1013** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CTA**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Culture & Tourism Authority Board of Directors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **NVC** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CTA** and hereinafter referred to as the “SERVICES”.

2.2 **NVC** represents that it is duly licensed by Carson City for the purposes of performing the SERVICES.

2.3 **NVC** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **NVC** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **NVC** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **NVC** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **NVC** to **CTA**.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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2.5 **NVC** represents that neither the execution of this Contract nor the rendering of services by **NVC** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **NVC** is a party or by which **NVC** is bound, or which would preclude **NVC** from performing the SERVICES required of **NVC** hereunder, or which would impose any liability or obligation upon **CTA** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **NVC** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **NVC** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **NVC** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **NVC** shall be subject to inspection and acceptance by **CTA** and approval of SERVICES shall not forfeit the right of **CTA** to require correction, and nothing contained herein shall relieve **NVC** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CTA**.

3. CONTRACT TERM:

3.1 Contract shall be effective from October 13, 2017, and will terminate on October 13, 2018, with the option to renew the contract for successive one (1) year terms. Any contract renewal shall be subject to the review and authorization of the Carson City Culture & Tourism Authority Board of Directors and the acceptance of **NVC**.

4. NOTICE:

4.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **NVC** shall be addressed to:

NV Consulting LLC
Tristin Alishio – Agent
112 North Curry Street
Carson City, Nevada 89701
775-882-1013/FAX: 775-882-8628
info@stateagent.com

4.3 Notice to **CTA** shall be addressed to:

Carson City Culture & Tourism Authority
Chris McQueary, Operations Manager
716 North Carson Street, Suite 100
Carson City, NV 89701

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775-283-7682/ FAX 775-687-7416
cmcqueary@visitcarsoncity.com

5. COMPENSATION:

5.1 The parties agree that **NVC** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and abide by all of the terms and conditions of this contract. In consideration of the foregoing, the **CTA** agrees to compensate **NVC** at a rate of Sixty Three Dollars \$63.00 per hour, not to exceed Forty (40) hours per week, hereinafter referred to as "Contract Rate."5.2 Contract Rate represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CCCTA** does not agree to reimburse **NVC** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 **NVC** shall submit to the **CTA** a monthly invoice detailing the SERVICES performed during the preceding month and the amount due. All such invoices shall be due and payable within fourteen days (14) calendar days after receipt thereof by the **CTA**.

7. CONTRACT TERMINATION:

7.1. UNILATERAL TERMINATION BY THE CTA

The **CTA** may terminate this Contract for convenience by giving at least 60 calendar days' written notice to **NVC** specifying the termination effective date. Upon receipt of such notice, **NVC** may continue performance of the services through the date of termination. The **CTA** shall pay **NVC** for services actually performed in accordance with this agreement through the termination effective date. The **CTA** may condition payment of such compensation upon **NVC** delivering to the **CTA** any and all documents provided to or prepared by **NVC**, and any and all materials or intangibles provided to or prepared by the **CTA** for **NVC** in connection with this Contract.

If termination occurs under this provision, in no event shall **NVC** be entitled to anticipated profits on items or services not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **NVC** shall assure that all subcontracts related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **NVC** for damages, due to breach of contract, of lost profit on items or services not performed or of unabsorbed overhead, in the event of a convenience termination.

7.1.2 TERMINATION FOR NONAPPROPRIATION

All payments and **SERVICES** provided under this Contract are contingent upon the availability of the necessary public funding for payment of the Contract Sum, which may include various internal and external sources. In the event that **CTA** does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon the **CTA'S** notice to **NVC** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.1.3 TERMINATION FOR BREACH OF CONTRACT

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If either party materially breaches any term of this Contract, in addition to any other remedy, either party may have at law or equity this agreement may be terminated. The following shall be considered as legally presumptive material breaches:

- 7.1.3.1 If **NVC** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any services called for by this agreement within the time requirements specified in this Contract or within any granted extension of those time requirements;
- 7.1.3.2 If **NVC** fails to obtain and maintain any current state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation, for the purpose of providing the services pursuant to this Contract;
- 7.1.3.3 If **NVC** fails to maintain the required level of insurance required in this Contract;
- 7.1.3.4 If **NVC** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court;
- 7.1.3.5 If the **CTA** materially breaches any material duty under this Contract and any such breach impairs **NVC'S** ability to perform;
- 7.1.3.6 If the **CTA** finds that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **NVC**, or any agent or representative of **NVC**, to any officer or employee of the **CTA** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract;
- 7.1.3.7 If it is found by the **CTA** that **NVC** has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 7.1.3.8 If **NVC** ceases to exist or operate and/or is no longer able to provide the SERVICES for any reason whatsoever.

8 NOTICE AND OPPORTUNITY TO CURE BREACH OF CONTRACT

8.1 To terminate for breach of contract, the aggrieved party must first:

- 8.1.2 Provide the non-aggrieved party with written notice of a declaration of breach of contract stating which provisions of the Contract it believes have been breached and why.
- 8.1.3 The non-aggrieved party shall have seven (7) calendar days to respond, in writing, and provide evidence satisfactory to the aggrieved party that the declared breach has been corrected.
- 8.1.4 Should the breach be unable to be cured within seven (7) calendar days, the parties may stipulate to a longer time period.
- 8.1.5 Should the aggrieved party fail to respond to the notice of breach of contract within seven calendar (7) days, the aggrieved party may terminate this Contract after seven (7) calendar days have passed.

9 WINDING UP AFFAIRS UPON TERMINATION

9.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this survive termination until the following are completed:

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- 9.1.2 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and
- 9.1.3 **NVC** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CTA**; and
- 9.1.4 **NVC** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CTA**; and
- 9.1.5 **NVC** shall preserve, protect, and promptly deliver into **CTA** possession all proprietary information.

10 REMEDIES

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CTA** may set off consideration against any unpaid obligation of **NVC** to **CTA**

11 LIMITED LIABILITY:

CTA will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CTA** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **NVC**, for the fiscal year budget in existence at the time of the breach. **NVC'S** tort liability shall not be limited.

12 FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13 INDEMNITY:

- 13.1 To the maximum extent permitted by law, **NVC** shall, at its own expense, indemnify, defend with counsel acceptable to the **CTA** (which acceptance will not be unreasonably withheld), and hold harmless the **CTA**, its officers, officials, employees, agents, and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the professional SERVICES or **NVC'S** failure to comply with any of the terms of this Contract, regardless of any fault or alleged fault of the Indemnitees except as provided below in subsection 13.4.
- 13.2 **NVC'S** obligation to indemnify, defend, and hold harmless under this provision shall not be excused because of **NVC'S** inability to evaluate any Liability, or because **NVC** evaluates a Liability and determines that **NVC** is not or may not be liable. **NVC** must respond within 30 calendar days to any tender for defense and indemnity by the **CTA**, unless the time for responding is extended by an authorized representative of the **CTA** in writing. If **NVC** fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money or that may become due to **NVC** under this

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Contract as shall be reasonable considered necessary by the **CTA**, may be retained by the **CTA** until disposition has been made of the matter subject to tender, or until **NVC** accepts the tender, whichever occurs first.

- 13.3 **NVC** waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of **NVC** arising out of or in connection with the SERVICES or **NVC'S** failure to comply with any of the terms of this Contract.
- 13.4 Subject to the limitations set forth in NRS Chapter 41 the **CTA** agrees to indemnify and hold **NVC** harmless, and shall defend any claims against **NVC** in any action where the central issue of the action was the **CTA's** sole negligence or the **CTA's** failure to abide by the terms of this Contract.
- 13.5 In the event that **NVC** or any employee, agent, or subcontractor of **NVC** providing services under this Contract is determined by a court of competent jurisdiction or the Nevada Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the **CTA**, **NVC** shall indemnify, defend, and hold harmless the **CTA** for the payment of any employee or employer contributions for PERS benefits on behalf of **NVC** or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the **CTA**, and all such payments, penalties, interests, and contributions shall be the sole responsibility of **NVC**.

14 INDEPENDENT CONTRACTOR:

14.1 **NVC**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CTA**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

14.2 It is mutually agreed that **NVC** is associated with **CTA** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **NVC** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CTA** whatsoever with respect to the indebtedness, liabilities, and obligations of **NVC** or any other party.

14.4 **NVC**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **NVC** harmless from, and defend **NVC** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **NVC'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **NVC** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **NVC**.

15 INSURANCE REQUIREMENTS (GENERAL):

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CTA'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

15.2 **NVC**, as an independent contractor and not an employee of **CTA**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CTA** shall have no liability except as specifically provided in this Contract.

15.3 **NVC** shall not commence work before: (1) **NVC** has provided the required evidence of insurance to **CTA**, and (2) **CTA** has approved the insurance policies provided by **NVC**.

15.4 Prior approval of the insurance policies by **CTA** shall be a condition precedent to any payment of

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consideration under this Contract and **CTA'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CTA** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **NVC** shall, at **NVC'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CTA**, the required insurance shall be in effect prior to the commencement of work by **NVC** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CTA** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CTA** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CTA** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **NVC**. **NVC'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CTA**, **NVC** shall provide **CTA** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **NVC** has knowledge of any such failure, **NVC** shall immediately notify **CTA** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City Culture & Tourism Authority as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **NVC**, The CTA, its officers and employees shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of CTA.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **NVC** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CTA**. Such approval shall not relieve **NVC** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CTA**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **NVC** or its insurers must provide thirty (30) calendar days prior written notice to the **CTA** if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to **CTA**, 716 N. Carson Street, Suite 100, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to **CTA**.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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15.15 **Evidence of Insurance:** Prior to commencement of work, **NVC** must provide the following documents to **CTA**, 716 N. Carson Street, Suite 100, Carson City, NV 89701:

15.16 **Certificate of Insurance:** **NVC** shall furnish **CTA** with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to **CTA** to evidence the insurance policies and coverages required of **NVC**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to **CTA** to evidence the endorsement of **CTA** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CTA** Operations Manager prior to the commencement of work by **NVC**. Neither approval by **CTA** nor failure to disapprove the insurance furnished by **NVC** shall relieve **NVC** of **NVC'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **NVC** or its sub-contractors, employees or agents to **CTA** or others, and shall be in addition to and not in lieu of any other remedy available to **CTA** under this Contract or otherwise. **CTA** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

NVC shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 **CTA**, its officers and employees shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to **CTA**. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

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- 15.20.9 **NVC** waives all rights against **CTA** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against **CTA** with respect to any loss paid under the policy.
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 **NVC** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 **NVC** waives all rights against **CTA** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **NVC** pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 **NVC** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 **NVC** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the **CTA**. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **NVC** shall purchase Extended Reporting Period coverage for claims arising out of **NVC's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **NVC** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 15.23.2 **NVC** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **NVC** is a sole proprietor; that **NVC** will not use the services of any employees in the performance of this Contract; that **NVC** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D,

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inclusive; and that **NVC** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **NVC** waives all rights against **CTA** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by **NVC** pursuant to this Contract. **NVC** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

16.1 **NVC** shall not commence work before **NVC** has provided a copy of its Carson business license to the **CTA** Operations Manager.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CTA** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CTA** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

NVC shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **NVC** to provide the goods or SERVICES or any services of this Contract. **NVC** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **NVC** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **NVC** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CTA** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CTA**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **NVC** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CTA**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CTA OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **NVC** (or its subcontractors) in performance of its obligations under this Contract shall be the

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exclusive property of **CTA** and all such materials shall be delivered into **CTA** possession by **NVC** upon completion, termination, or cancellation of this Contract. **NVC** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **NVC'S** obligations under this Contract without the prior written consent of **CTA**. Notwithstanding the foregoing, **CTA** shall have no proprietary interest in any materials licensed for use by **CTA** that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **NVC** may be open to public inspection and copying. **CTA** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **NVC** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **NVC** thereby agrees to indemnify and defend **CTA** for honoring such a designation. The failure to so label any document that is released by **CTA** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

NVC shall keep confidential all information, in whatever form, produced, prepared, observed or received by **NVC** to the extent that such information is confidential by law or otherwise required by this Contract.

24. LOBBYING:

24.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

24.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

24.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

24.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

NVC warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **NVC** acknowledges that this Contract is effective only after approval by the **CTA** Board of Directors and only for the period of time specified in this Contract. Any SERVICES performed by **NVC** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **NVC**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **NVC** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

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This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. This Contract may be modified with consent of both parties. Any modification must be in writing and signed by the respective parties hereto and approved by the **CTA** Board of Directors. No modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the **CTA** Board of Directors. Conflicts in language between this Contract and any other agreement between **CTA** and **NVC** on this same matter shall be construed consistent with the terms of this Contract.

28. SOPHISTICATED PARTIES AND INDEPENDENT COUNSEL:

The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. BINDING EFFECT:

This Contract is binding upon the **CTA**, **NVC** and their respective successors.

30. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **NVC** acknowledges that this Contract is effective for the period of time specified in this Contract. Any SERVICES performed by **NVC** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **NVC**.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

Carson City Culture & Tourism Authority

Board of Directors - Chairman
Attn: Chris McQueary, Operations Manager
716 North Carson Street, Suite 100
Carson City, Nevada 89701
Telephone: 775-283-7681
Fax: 775-687-7416
cmcqueary@visitcarsoncity.com

By _____
Jonathan Boulware, CCCTA Board Chairman

Dated _____

CTA'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Deputy District Attorney

Dated _____

NVC will not be given authorization to begin work until this Contract has been signed by CTA Operations Manager

BY: Chris McQueary
CCCTA Operations Manager

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
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Undersigned deposes and says under penalty of perjury: That he/she is **NVC** or authorized agent of **NVC**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

FIRM: NV Consulting LLC.

CARSON CITY BUSINESS LICENSE #: 17-XXXX

Address: 112 North Curry Street

City: Carson City **State:** NV **Zip Code:** 89701

Telephone: 775-882-1013/**FAX:** 775-882-8628

E-mail Address: info@stateagent.com

BY: Kayla Jacobsen for NV Consulting

TITLE: Member

(Signature of NV Member)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 2017-1013
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Directors for Carson City Culture & Tourism Authority at their publicly noticed meeting of October 9, 2017 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 2017-1013**. Further, the Board of Directors authorizes the Chairman of the Carson City Culture & Tourism Authority, to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY CULTURE & TOURISM AUTHORITY

JONATHAN BOULWARE, CHAIRMAN

DATED this ____ day of _____, 2017.

Exhibit A

PROPOSAL

Professional Services Contract

Carson City Culture & Tourism Authority (CTA)

DESCRIPTION

NV Consulting LLC will develop an Employment Strategy Plan for the successful transition, recruitment and succession of the CTA Executive Director position. Additionally, NV Consulting LLC will provide administrative services and provide professional services as a consultant to for CTA Staff at the direction of the CTA Board.

These services will include the following:

1. Development of an Employment Strategy Plan for the transition, recruitment and succession of the CTA Executive Director position.
2. Assist the Operations Manager in the development, planning and administration of CTA budget, marketing, personnel management, contracts and implementation of the CTA strategic plan.
3. Assist CTA Staff with press conferences, public meetings, public appearances and the organization of public information activities.
4. Attend and participate in professional groups and committees, conferences, conventions, trade shows, and special events on behalf of the CTA to promote Carson City as a tourist destination.
5. This scope of work may be modified upon the mutual consent of both parties pursuant to the terms of modification in paragraph 27 in this Contract.

Term: Execution on/or before October 13, 2017, and will terminate on October 13, 2018, with the option to renew the contract for successive one (1) year terms. Any contract renewal shall be subject to the review and authorization of the Carson City Culture & Tourism Authority Board of Directors and the acceptance of NVC.

Payment: Detailed monthly invoices for consulting time will be provided for the prior month. Time billed at \$63 per hour, not to exceed Forty (40) hours per week.

NV Consulting - 112 N. Curry St. - Carson City NV 89701 - info@stateagent.com