

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	<b>Division of Museums and History</b>
Address:	412 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadeleon@nevadaculture.org

Contractor Name:	<b>William Rowley</b>
Address:	PO Box 1085
City, State, Zip Code:	Verdi, NV 89439-1085
Contact:	William Rowley
Phone:	775-560-6312
Fax:	
Email:	williamr@unr.edu

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	<b>July 1, 2023</b>	To:	<b>June 30, 2024</b>
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

**DESCRIPTION OF SCOPE OF WORK:**

**Scope of work for the Contract Managing Editor of the Nevada Historical Society Q publication**

- Advertise calls for submissions, including hanging fliers, e-mailing fliers and meeting with people in the field including Professors and students on UNR’s campus
- Create a timeline for the publication of issues and communicate deadlines to authors, reviewers and other editors
- Determine when special issues are warranted and work with an author pool for the special topic
- Communicate and delegate tasks to the associate, assistant and book review editors on all topics and inquiries
- Coordinate the work of copy editors, layout editors and printers when needed
- Communicate with potential authors and encouraging submissions
- Work with authors throughout the entire process from submission to publication including:
  1. Initial read through of submission and accepting or rejecting the paper
  2. If accepted, make editorial suggestions to the author
  3. Once edits have been made, find peer reviewers for the paper and furnish peer reviewers with a guideline for review
  4. Liaise between the peer reviewers and authors (it’s a double-blind process); this includes making certain that authors make edits suggested by reviewers- which means I give the paper a final read through and make the final acceptance decision
  5. Liaise between copy editor and author for any final content/wording changes
  6. Assist authors with images and permission to use images
- Communicate with copy editor and proofreader about formatting specifications
- Determine if formatting changes are needed and implement them
- Continue double-blind peer review process begun in early 2019
- Compile finalized papers into a folder to send to the layout editors when all have been copy-edited
- Communicate with layout editors regarding layout specifications, color pages, cover images, and adding in text or images last minute to fill in blank pages within a 4-page signature (the smallest printing signature our printers work with).
- Proofread the proofs along with a volunteer proofreader; proof reading is a detail-oriented task that requires looking over the entire publication with focused eyes. For the past few issues we have had to undergo 4 to 5 rounds of proofing before the publication is ready for print.
- Sign-off on the final proofs and ask the layout editors to send it to the printers and or website for online content (Note this will be a new process subject to the procedures for getting materials online)
- Sign-off on the printer’s final proof before directing them to print the issue
- Liaise with printers for any questions/issues or concerns that arise, for example- for color pages what type of paper we want to use, for a color cover what type of print we want to go with to avoid smearing, etc.

- Determine how many copies are sent to authors and with assistance have them mailed to authors
- Manage other tasks that arise concerning the publication of the journal
- Suggest potential speakers for public programs at NHS from paper submissions
- Meet with NHS staff as requested for communication on status or progress of publication

Hourly wage \$25.00

Not to exceed \$12,000<sup>1</sup> in any Fiscal year (number of hours per issue varies depending on submission, switch to online publication format, and other factors). This current proposal is to manage the publication for the FY2024 (beginning on July 1, 2023- June 30 2024) which includes changing to an online and print publication. The work duration and number of issues needs to be flexible and depends on funding and NHS staff availability.

**Funding Sources**

Budget Account 5035 Nevada Historical Society Quarterly Category 37

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment.. This Contract incorporates the following attachment.

ATTACHMENT AA:	CONTRACTOR'S RESPONSE
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5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$	per	
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Total Contract or installments payable at:	Within 30 days from receipt of invoice
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Total Contract Not to Exceed:	\$12,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

6. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

7. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the

State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

**8. CONTRACT TERMINATION.**

- A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. **State Termination for Non-Appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7D*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada 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; or
  - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Subsection 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

9. **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 attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any

State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

10. **LIMITED LIABILITY.** The State 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. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
11. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
12. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
13. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |

*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
15. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
18. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
19. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
20. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
21. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, 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 Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the “not to exceed” value *Section 4, Consideration* equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

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

Funding Source	5035-37
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William D. Rowley 06/06/2023  
Independent Contractor's Signature Date

Managing Editor NHSQ

Christine E. Meyer 01/01/2025  
State of Nevada Authorized Signature Date

Nevada Historical Society Director

Alison Reed  
State of Nevada Authorized Signature Date

Nevada Division of Museums and History Administrator

APPROVED BY BOARD OF MUSEUMS & HISTORY

\_\_\_\_\_  
Chair, Board of Museums & History

On: June 8, 2023  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: \_\_\_\_\_  
Date



**Scope of work for the Contract Managing Editor of the Nevada Historical Society Q publication**

- Advertise calls for submissions, including hanging fliers, e-mailing fliers and meeting with people in the field including Professors and students on UNR's campus
- Create a timeline for the publication of issues and communicate deadlines to authors, reviewers and other editors
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- Communicate and delegate tasks to the associate, assistant and book review editors on all topics and inquiries
- Coordinate the work of copy editors, layout editors and printers when needed
- Communicate with potential authors and encouraging submissions
- Work with authors throughout the entire process from submission to publication including:
  1. Initial read through of submission and accepting or rejecting the paper
  2. If accepted, make editorial suggestions to the author
  3. Once edits have been made, find peer reviewers for the paper and furnish peer reviewers with a guideline for review
  4. Liaise between the peer reviewers and authors (it's a double-blind process); this includes making certain that authors make edits suggested by reviewers- which means I give the paper a final read through and make the final acceptance decision
  5. Liaise between copy editor and author for any final content/wording changes
  6. Assist authors with images and permission to use images
- Communicate with copy editor and proofreader about formatting specifications
- Determine if formatting changes are needed and implement them
- Continue double-blind peer review process begun in early 2019
- Compile finalized papers into a folder to send to the layout editors when all have been copy- edited



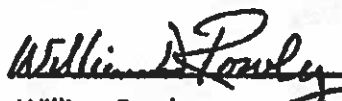
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Budget Account 5035 Nevada Historical Society Quarterly Category 37

 06/02/2023  
William Rowley      Date

William D. Rowley 06/06/2023  
Independent Contractor's Signature Date

Managing Editor NHSQ

Christine E. Magee 01/01/2025  
State of Nevada Authorized Signature Date

Nevada Historical Society Director

[Signature]  
State of Nevada Authorized Signature Date

Nevada Division of Museums and History Administrator

APPROVED BY BOARD OF MUSEUMS & HISTORY

\_\_\_\_\_  
Chair, Board of Museums & History

On: June 8, 2023  
Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On: 06/06/2023  
Date