

PROFESSIONAL SERVICES AGREEMENT

Operator for Safe Camp for People Experiencing Homelessness

This Professional Services Agreement for operating the pilot safe camp for people experiencing homelessness is entered and effective into this 11th day of May, 2021 and between The Karma Box Project, a Nevada Domestic Nonprofit Corporation, (“CONTRACTOR” or “ORGANIZATON”) and Washoe County (“COUNTY”).

WITNESSETH:

WHEREAS, COUNTY desires to engage the CONTRACTOR to operate the pilot safe camp for people experiencing homelessness; and

WHEREAS, CONTRACTOR represents it has the knowledge, skills and abilities to perform the duties desired by COUNTY and desires to perform the duties upon the terms described herein;

WHEREAS, due to the rapidly growing numbers of unsheltered people experiencing homelessness, the creation and staffing of the safe camp has been prioritized as an urgent project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

- (1) **Employment of CONTRACTOR.** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services described in their proposal at Exhibit B, incorporated herein by this reference.
 - (2) **Time of Performance.** The services to be performed by the CONTRACTOR shall commence one (1) week in advance of the opening of the Safe Camp site, tentatively set for June 1, 2021 for a period of ninety (90) days, with optional 30-day extensions until the construction of the long term safe camp facility is complete or COUNTY agrees to a long-term agreement with CONTRACTOR or a similar provider. COUNTY and/or its authorized representative will provide an approval for the extension in writing no fewer than 30 days prior to the commencement of the contract extension.
 - (3) **Compensation.** The total amount to be paid for the initial three-month period shall not exceed \$102,780.84. The optional monthly extensions are not to exceed \$34,260.28 per month. If “claims made” general liability insurance coverage is obtained and the CONTRACTOR purchases an extended reporting period for a period of at least three (3) years immediately prior to the termination of this Agreement those costs would be directly reimbursable in an amount not exceed \$100,000. A monthly report showing satisfactory progress towards applicable “Monthly Performance Measures” listed in the “Scope of Work” in Exhibit B must be met for payment to be processed. CONTRACTOR agrees to complete the project and all services for the not to exceed amount.
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- (4) **Method of Payment.** For the initial contact period, the COUNTY shall make one payment of \$10,748.69 immediately upon execution of this contract. Provided the CONTRACTOR submits an invoice and monthly reporting required in Exhibit B, the remaining payments of the contract term shall be paid in evenly distributed installments of \$15,338.69 for a semi-monthly payment or \$30,677.38 for a monthly installment.

The CONTRACTOR shall bill no less frequently than monthly and no more frequently than semi-monthly invoices to COUNTY. Total payments shall not exceed the amount shown in (3) above. COUNTY shall promptly review and pay invoices within thirty (30) days of approval and acceptance by COUNTY.

- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the CONTRACTOR to be performed. Any changes to the scope of services provided shall be mutually agreed upon and shall be made in writing by the parties. Any resulting change in compensation must be stated in writing.
- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall provide adequate staff for liaison with the CONTRACTOR but all services as required by this Agreement shall be provided by the CONTRACTOR.
- (7) **Termination of Agreement.** Either party may terminate this Agreement without cause by written notice. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after deposit in the U.S. Mail, postage prepaid. In the event of termination CONTRACTOR shall submit to COUNTY all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within 15 days after the effective date of any written Notice of Termination. In the event of any termination, the CONTRACTOR will be paid for all services satisfactorily rendered to the date of such termination but such sums paid hereunder will not be greater than the sum listed in paragraph 3 above.
- (8) **Information and Reports.** The CONTRACTOR shall, at such time and in any form COUNTY may require, furnish such periodic reports concerning the status of the project, such as statements, reports and copies of count sheets, or other information relative to project as may be requested by COUNTY. The CONTRACTOR shall furnish COUNTY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- (9) **Records and Inspections.** Contractor shall maintain the confidentiality of any and all information obtained during the performance of this Agreement and may release such information only as allowed or required by law or this Agreement. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the completion of the project. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and
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to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- (10) **Completeness of Contract.** Except as otherwise provided, this Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, predating the subject matter of this contract or any part of it shall have any validity or bind any of the parties. Only properly executed amendments shall alter the content of the Agreement.
 - (11) **County Not Obligated to Third Parties.** COUNTY shall not be obligated or liable to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.
 - (12) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the CONTRACTOR constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the CONTRACTOR and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
 - (13) **Indemnification and Insurance.** COUNTY has established specific indemnification and insurance requirements for contracts with consultants, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants are aware of and accept responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached and incorporated herein by this reference, and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit A shall survive termination or expiration of this Agreement.
 - (14) **Stolen, Damaged, Misplaced Property Claims:** The CONTRACTOR agrees to defend and indemnify COUNTY from and against any and all claims for stolen, damaged, lost or misplaced property of any kind made by any person during or as a result of the performance of the duties described in this Agreement by CONTRACTOR, CONTRACTOR'S employees, agents, or volunteers.
 - (15) **Rights of Title.** All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by CONTRACTOR's employees under this Professional Services Agreement shall be the exclusive property of COUNTY, and COUNTY shall have the right to obtain from CONTRACTOR and/or CONTRACTOR's employees, and to hold in COUNTYs' name or whatever protection COUNTY may deem appropriate to the subject matter. CONTRACTOR agrees to give to COUNTY all assistance reasonably required to perfect the rights herein above defined.
 - (16) **Independent Legal Advice.** Each party hereto represents and warrants that the contents of this Agreement, and the meaning of its covenants, terms and conditions have been
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explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.

(17) **Independent Contractor:** CONTRACTOR agrees it is an independent contractor, not an employee of COUNTY. Consistent with being an independent contractor:

- A. CONTRACTOR has the sole right to control and direct the details and methods by which the services required by this Agreement are performed, including the hours of work.
 - B. Neither CONTRACTOR nor CONTRACTOR'S staff shall receive any training from COUNTY in the skills necessary to perform the services required by this Agreement.
 - C. CONTRACTOR has the right to perform services for others during the term of this Agreement. COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.
 - D. CONTRACTOR has the right to hire, employ, or use, and the duty to pay and compensate as required by law, employees, assistants, volunteers, subcontractors or others to provide the services required by this Agreement. COUNTY shall not hire, supervise or pay any staff to assist CONTRACTOR.
 - E. CONTRACTOR will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in this Agreement, CONTRACTOR is responsible for all expenses without reimbursement.
 - F. CONTRACTOR shall not be assigned a work location on COUNTY premises, and CONTRACTOR has the right to perform the services required by this Agreement at any place, location, or time.
 - G. Neither CONTRACTOR nor any sub-contractors, agents, volunteers, or other persons engaged by CONTRACTOR to perform services pursuant to this Agreement are employees of COUNTY and waive any and all claims to benefits otherwise provided to employees of the COUNTY, including, but not limited to, medical, dental, or other personal insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance, all of which shall be the sole responsibility of CONTRACTOR as applicable.
 - H. CONTRACTOR agrees to provide COUNTY with a copy of contractor's business license, or with a copy of the notice of exemption from the Nevada Secretary of State. CONTRACTOR must also provide COUNTY with the Employer Identification Number (EIN) issued to the business by the Internal Revenue Service on the required Form W-9. The COUNTY will not accept a social security number in lieu of an EIN.
 - I. CONTRACTOR is solely responsible for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY complies with the requirements of the Internal Revenue Service for the
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reporting of miscellaneous income on Form 1099-MISC, and that amounts paid to CONTRACTOR will be reported to the IRS accordingly.

- J. CONTRACTOR agrees to provide COUNTY with certificates of insurance as listed in the Indemnification and Insurance provisions attached as Exhibit "A" to this Agreement and incorporated by reference.
- K. CONTRACTOR understands and agrees that the Employees' Retirement System of the State of Nevada (PERS), NRS Chapter 286, and PERS official policies limit or prohibit PERS retirees' ability to receive compensation for work performed for public employers such as Washoe County. PERS official policies require that COUNTY notify PERS of retirees who accept employment or an independent contract. If CONTRACTOR is a PERS retiree, it is CONTRACTOR'S responsibility to seek advice from PERS and/or independent legal counsel regarding earnings restrictions. CONTRACTOR agrees that COUNTY shall not be liable for PERS benefits of any kind which may be lost or forfeited as a result of work performed by Contractor pursuant to this Agreement.

CONTRACTOR is ___ or ___ is not currently a retired member of the PERS ___ (initial here).

- L. If previously an employee of Washoe County, I certify that I left the position in good standing and not due to discharge and more than 6 months from the effective date of this agreement. _____ (initial here)

(18) **Background Checks:**

All employees of CONTRACTOR shall be subject to a background check. CONTRACTOR will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for all staff members who work, interact with, or have access to safe camp participants.

- (19) **Personnel.** The CONTRACTOR has all personnel required to perform the services under this Agreement. All the services required will be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this Agreement. CONTRACTOR further agrees that, in the performance of this Agreement, no person having any such interest will be employed. CONTRACTOR also agrees by signing this Agreement to the following:

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing
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a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(20) **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of COUNTY.

(21) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below. Unless otherwise provided in this Agreement, any notices, bills, etc. shall be deemed delivered upon personal delivery, or three days after deposit in United States mail:

To COUNTY: Dana Searcy, Special Projects Manager
dsearcy@washoecounty.us
Washoe County, Office of the County Manager
1001 E 9th Street
Reno, NV 89512

To CONTRACTOR: Grant Denton
Grant.denton@karmaboxproject.org
The Karma Box Project
1 East 1st Street Ste. 1401
Reno, NV 89501

(22) **Limited Liability.** COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

(23) **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a

legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

- (24) **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement and the performance of the duties described herein. All parties consent to the personal jurisdiction of the state courts in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be the State Courts in Washoe County, Nevada.
- (25) **Non-Appropriation Clause.** The COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the COUNTY does not allocate funds to continue the function performed by the CONTRACTOR obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the COUNTY. The COUNTY may terminate its participation in this Agreement, without penalty, charge or sanction, effective immediately upon receipt by Contractor of written notice on any date specified if for any reason the COUNTY's funding source is not appropriated or is withdrawn, limited, or impaired. The COUNTY will make every reasonable effort to ensure payment for services rendered by the Contractor.
- (26) **Fundraising.** The CONTRACTOR shall not engage in any fundraising related to the Safe Camp without prior written approval by Washoe County for any fundraising efforts. For any Safe Camp related fundraising efforts, all fundraising costs must be accounted for and all net fundraising profits will be split equally between the CONTRACTOR and COUNTY and used exclusively by both Parties to benefit the project.
- (27) **Storage.** Facilitate the placement and retrieval of clients' possessions in and out of the COUNTY provided storage space. Washoe County will identify the storage space however the CONTRACTOR will be charged with providing staffing for putting participant possessions into storage and retrieving such possessions when needed. Clients will have their own limited storage space but assistance may be needed with additional storage needs.
- (28) **Survival of Terms.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR have executed this Agreement as of the date first written above.

WASHOE COUNTY PURCHASING AND CONTRACTS MANAGER	CONTRACTOR
By:	By:
Title:	Title:
Date:	Date:

Exhibit A

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
OPERATING SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS**

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase the types and minimum limits of insurance as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

ORGANIZATION shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

ORGANIZATION waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, 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 Tenant pursuant to this Agreement. ORGANIZATION shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

COMMERCIAL GENERAL LIABILITY INSURANCE

ORGANIZATION shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad). If this form of coverage is not available following a diligent search of the insurance market, coverage may be written on a claims-made or claims-made and reported coverage form. Regardless of the coverage form, the policy shall include liability arising from premises, operations, independent contractors, personal injury, civil lawsuits,

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

If coverage is provided on a “claims made” or “claims made and reported” basis, ORGANIZATION shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

To the extent commercially available to ORGANIZATION, Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged assault, battery, sexual, physical, or emotional abuse or molestation by ORGANIZATION, including its staff, volunteers, subcontractors or other representatives. Any exclusions or limitations of such coverage shall be disclosed to and approved by the COUNTY in writing.

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. ORGANIZATION shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured’s duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: ORGANIZATION waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement 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 Agreement. ORGANIZATION’s insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

ORGANIZATION shall procure and maintain, during the term of this Agreement, business automobile liability and, if necessary, commercial umbrella insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired

vehicles. Business auto coverage shall be written with coverage at let as broad as the current ISO Form CA 00 01 or a substitute form providing equivalent coverage.

Waiver of Subrogation: ORGANIZATION waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ORGANIZATION pursuant to this Agreement.

The ORGANIZATION is responsibility for all liability arising out of the operation of any golf carts or low speed vehicles not licensed for road use.

PROPERTY INSURANCE

If applicable and as determined by COUNTY, Contractor shall obtain and maintain in force commercial property insurance covering products, equipment or other materials being provided under this Agreement. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured. COUNTY shall be included as an insured and loss payee under the commercial property insurance with respect to its interest in the covered property.

NETWORK SECURITY AND PRIVACY LIABILITY

Contractor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems (6) cyber extortion and (7) system failure. Coverage shall be provided with a limit of not less than \$1,000,000 per claim and annual aggregate.

ORGANIZATION shall maintain such insurance during the term of this Agreement and, if coverage is provided on a “claims made” or “claims made and reported” basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to

executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

ORGANIZATION or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. ORGANIZATION shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY, and (ii) currently rated by A.M. Best as "A, X" or better. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning ORGANIZATION and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBORGANIZATIONS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under the applicable liability policies without requiring a written contract or Agreement between COUNTY as the additional insured and Subcontractor. ORGANIZATION shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming ORGANIZATION and COUNTY as additional insureds. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
 2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
 3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
 4. Any waiver of ORGANIZATION's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of ORGANIZATION's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
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Exhibit B: Scope of Work:
The Karma Box Project—Operator of Safe Camp for People Experiencing Homelessness

Program Background

After many community conversations about the need for expanding the capacity for emergency shelter, in a concurrent meeting on November 18, 2020, the Washoe County Board of Commissioners and the City of Reno and Sparks City Councils voted to acquire and cost share three parcels on East 4th Street for the purpose of expanding shelter capacity in the region to assist people experiencing homelessness. The number of individuals experiencing homelessness increased significantly due to the COVID-19 pandemic and subsequent unemployment spurring added housing insecurity. Additionally, many individuals experiencing homelessness have established encampments near the Truckee River which has raised concerns about water quality of the Truckee River, our community's source of drinking water.

One of the purchased parcels included the Governor's Bowl Park which was discussed to be a safe camping location. The location was identified to serve as a safe space where encampments along the Truckee River could relocate providing access to basic services and a more secure location for individuals not wishing to move into shelters.

The Safe Camp is intended to provide a safe location for camping that is secure and provides basic facilities including restrooms, handwashing facilities and trash disposal. While there is very limited eligibility criteria to camp at the Safe Camp, the goal of the program is to provide as low barrier of a campground as possible from which relationships with service providers can be built to facilitate a transition to more appropriate permanent housing. The Safe Camp is not intended to be a permanent destination, but rather a safe location with basic services from which housing referrals can be facilitated. The goal for all Safe Camp participants is to move into stable, independent housing as soon as possible.

The tight timeline prompted the creation of this contract to ensure a non-profit partner entrenched in frontline outreach work for people experiencing homelessness that is able to quickly commence operations within the short timeframe of the Safe Camp's projected open date.

Operator Responsibilities

1. A minimum of two staff must always be on-site. On-site Washoe County contracted security will count towards that minimum staffing number. Staffing schedules must be submitted and approved by Washoe County. As this is a pilot program that will require evaluation and adjustments, Karma Box Project Executive Director Grant Denton will need to be on-site overseeing the program at a minimum of four (4) hours each weekday. An example of a staffing schedule is noted below:

Example Daily Staffing Schedule

The Karma Box Project Professional Services Agreement
Exhibit B

Shift 1	7:30am-4pm	Supervisor 1	Navigator 1
Shift 2	3:30pm-12am	Supervisor 2	Navigator 2
Shift 3	11:30pm-8am	--	Navigator 3

2. Collaborate with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
3. Provide clear and visible identifiers for on-duty staff.
4. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first.
5. Be available for consultation regarding the operation and progress of the safe camp with at reasonable times with advance notice.
6. Provide advanced written notice of any service provision changes during the lifecycle of the contract.
7. Work in good faith to resolve any issues presented regarding the staffing and/or operations and maintenance of the facility. Any complaints or grievances brought forward by either party shall be discussed in person and all parties involved will work in good faith to resolve any issues first before following a formal grievance procedure.
8. Document that all employees working at the safe camp have passed the appropriate background checks per state and federal requirements and the documentation for each staff member passing the background checks must be provided before commencing operations of the facility. The County must receive documentation showing all background checks have been completed and the proposed staff have passed the appropriate background checks at least five working days prior to the employee working at the facility. Contractor staff shall conduct themselves in a professional and courteous manner.
9. Ensure that all services are provided without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin or any other protected category.
10. Adhere and enforce the Washoe County Safe Camp Policy as periodically updated and amended.
11. Comply with all local, state and federal laws of any kind including but not limited to public health guidelines.
12. Maintain the confidentiality of all records pertaining to any individual as required by local, state and federal law.
13. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

Program Deliverables

Contractor shall complete the following tasks/work:

1. Establish and implement written procedures regarding essential operational tasks including, but not limited to: intake, check-in, de-escalation, referrals to housing,

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grievance policy for participants, discharge procedures. To be submitted for County approval prior to commencing operations.

2. Maintain an open facility 24 hours a day, seven days a week, 365 days a year.
3. Monitoring flow in and out of the Safe Camp to ensure only Safe Camp participants, staff and authorized service providers can enter the Safe Camp.
4. Accurate and timely input of all participant intake, active and exit information into the Homeless Management Information System (HMIS). Responsible staff must have their own HMIS user account and be trained on HMIS.
5. Ensure all staff are trained and proficient in the following:
 - a. Conflict resolution
 - b. De-escalation
 - c. Harm reduction
 - d. Prevention and diversion
 - e. Trauma informed care
 - f. Motivational interviewing
 - g. Discrimination and Harassment prevention
6. Ensuring the safety and wellbeing of camp participants and staff at the Safe Camp.
7. Daily Safe Camp site management including cleaning and maintenance.
8. Accurate and timely documentation of incidents in an incident log which shall include, but not be limited to: 911 responses, involuntary participant exits, confrontations de-escalated by operator staff, participant policy breaches, and other significant incidents.
9. Communication with designated Washoe County staff regarding emerging issues.
10. Coordination of community meal dinners for participants.
11. Establish and manage a participant chore/responsibility model to enhance a sense of ownership over the wellbeing of the Safe Camp community.
12. Implement a participant advisory council to facilitate participant feedback.

Tentative timeline for key activities:

April 2021

- Operator is contracted with emergency three-month contract (by Washoe County)

May 2021:

- Safe Camp opens

Ongoing June 2021 -July 2021:

- Safe Camp operations continue

August 2021:

- Month-to-month contract continuation until RFP process can be completed

Monthly Performance Measures:

- Number of active Safe Camp participants (recorded in HMIS)

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- Number of intakes and exits of participants (recorded in HMIS)
- Number of successful exits to a permanent housing destination
- Identification of three (3) current challenges
- Identification of three (3) successes within the past month
- Number of staff and hours employed at camp
- Number of incidents as recorded in the incident log
- Participant advisory council updates
- Safe Camp participant chore/responsibility updates

The OPERATOR will utilize the COUNTY provided project reporting tools provided by County to collect requested information.

The work outlined above may not be subcontracted.

While the OPERATOR is not to be responsible for the following, they will support and facilitate access and maintenance to these items provided by the COUNTY:

- Waste Management: including dumpster, regular dumpster pick-up, trash cans, trash bags, pet clean-up bags, cigarette butt can(s).
- Restrooms & hand washing stations, including service
- Drinking water
- Tents
- First-aid supplies
- Personal Protective Equipment (PPE)
- Cleaning and hygiene supplies
- Utilities (water, electricity, natural gas, internet)
- Permits/Licensing
- Communication Radios
- NARCAN

COUNTY will be responsible for conducting a community evaluation at the beginning and end of the three-month period.

COUNTY will evaluate the OPERATOR's performance under this contract at the end of the three-month period. Such evaluation shall include assessing the OPERATOR's compliance with all contract terms and performance standards.

Monthly Temporary Safe Camp Program Budget

Budget Item Description	Total	Back-up
Staffing	\$27,200.51	Payroll Report
Administrative Costs (10%)	\$2,720.05	N/A
Transportation for safe camp participants, includes auto insurance, gas maintenance, etc.	\$500	N/A

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Emergency Safe Camp Expenses	\$500	Reimbursable with receipts only
Insurance	\$3,339.72	Receipts
Total**	\$34,260.28	

**Monthly total amount is the total monthly budget and does not reflect the advance amount that will be provided. The required tail coverage insurance policy is also not included in this amount.

OPERATOR must submit to COUNTY's authorized representative at least monthly and no more frequently than semi-monthly, an invoice and required back-up documentation. For a semi-monthly invoicing, the invoice and corresponding documentation must be submitted by the 10th and 25th calendar day of each month for the previous period's services. The billing submitted on the 10th must include a summary of the monthly performance measures as noted above. Further documentation of staffing and/or wages may be requested periodically as needed.

OPERATOR will provide operating budget information at the end of the three-month period.

Payment Terms

The above listed deliverables must be met, and the following items must be submitted for payment to be approved:

1. Detailed Invoice
2. Monthly Performance Measures Report
3. Required Backup Documentation
4. While it is preferred that the County do all purchasing, if the operator must make a purchase to be reimbursed, it must be 1. Be pre-approved by the County 2. Include original receipts.