

CONSULTANT SERVICES AGREEMENT

Mental Health & Wellness

This Professional Services Agreement for the Administration of a Mental Health & Wellness Program is retroactively effective July 1, 2025 by and between Steven Nicholas, DBA EmbGro ("Consultant") and the Truckee Meadows Fire Protection District, a political subdivision of the State of Nevada ("District").

WITNESSETH:

WHEREAS, District desires to engage the Consultant to provide, and Consultant desires to provide, services necessary to provide mental health services to the employees of the Truckee Meadows Fire Protection District, as needed through June 30, 2026.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Engagement of Consultant.** District agrees to engage the Consultant and the Consultant agrees to perform strictly confidential treatment services for members of the District (current and retired) and members of their households. Consultant agrees to provide regular guidance in mental health and resilience for members of the District through face-to-face interactions on District properties. Consultant also agrees to provide on-call crisis management (C.I.S.M) at emergency scenes or pre-determined post incident location. Consultant further agrees to assist the District's peer support team/chaplain staff in monthly mental health resilience check-ins and provide guidance in face-to-face contacts. Consultant may participate in the hiring/on-boarding process of new employees through interview process and fire academy trainings. Consultant agrees to provide quarterly mental health and resilience training to the members of the Truckee Meadows Fire Protection District.
2. **Time of Performance.** The services to be performed by the Consultant shall be completed as described in the scope of work. The term of this agreement shall be from July 1, 2025 through June 30, 2026.
3. **Compensation.** The District agrees to pay the Consultant pursuant to Consultant's proposal in an amount not to exceed \$90,000 for the agreement term.

4. **Method of Payment.** The Consultant shall bill in equal monthly installments as described in the Consultant's Cost Proposal. Total payments shall not exceed the amount shown in (3) above. DISTRICT shall promptly review and pay invoices within thirty (30) days of approval and acceptance by DISTRICT.
5. **Changes.** District may from time to time require changes in the scope of services to be performed by Consultant. 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 District.** District shall cooperate with the Consultant in carrying out the work required by this Agreement. District shall provide adequate staff for liaison with the Consultant, but all services as required by this Agreement shall be provided by the Consultant.
7. **Termination of Agreement.** Either party may terminate this Agreement without cause or penalty by providing written notice to the other party. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after mailing by U.S. Mail, postage prepaid. In the event of termination, Consultant shall submit to District all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement within 15 days after the effective day of any written Notice of Termination. In the event of any termination, the Consultant 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 Consultant shall, at such time and in such form as District may require, furnish such periodic reports concerning the status of the services rendered, such statements, and copies of proposed and executed plans and other information relative to the services as may be requested by District. The Consultant shall furnish District, upon request, with copies of all documents and other material prepared or developed in relation with or as part of the services rendered.
9. **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.

10. **District Not Obligated to Third Parties.** District shall not be obligated or liable to any third party. Nothing contained in this agreement confers any right or benefit to any person or entity not a party to this agreement.
11. **When Rights and Remedies Not Waived.** In no event shall the making by District of any payment to the Consultant constitute or be construed as a waiver by District of any breach of covenant, or any default which may exist on the part of the Consultant. Further, the making of any such payment by District while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to DISTRICT in respect to such breach or default.
12. **Indemnification and Insurance.** District 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 into this Agreement by this reference. Such 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.
13. **Personnel.** The Consultant has all personnel required in performing the services under this Agreement. All of the services required will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant 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. Consultant further agrees that, in the performance of this Agreement, no person having any such interest will be employed. Consultant 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 a public (Federal, State, or local) transaction or contract; 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 (b) above; and

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

14. **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of District.

15. **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 prepaid, to the addresses noted below:

To District:

Richard J. Edwards, Fire Chief
Truckee Meadows Fire Protection District
3663 Barron Way
Reno NV 89511

To Consultant:

Steven Nicholas, MFT
543 Plumas St.
Reno NV 89509

16. **Limited Liability.** DISTRICT 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 District'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.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, 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 declared 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. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

18. **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement without resort to conflict of laws principles. All parties consent to the personal jurisdiction of the state court 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 Washoe County, Nevada.

19. **Non-Appropriation Clause.** The District reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the District 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 District.

20. **Independent Contractor.** At all times herein, Consultant shall be an independent contractor of District and is not an agent or employee of District. Nothing contained in this agreement 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 one party with respect to the indebtedness or obligations of the other party.

21. **Entire Agreement.** This agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the provision of mental health services by Consultant and contains all the covenants and agreements between the parties with respect to those services. Each party acknowledges that no other agreements, statements or promises not contained in this agreement shall be binding.

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IN WITNESS WHEREOF, District and the Consultant have executed this agreement as of the date written Below.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Richard J Edwards, Fire Chief

Dated: _____

STEVE NICHOLAS

Steven Nicholas, MFT

Dated: _____

EXHIBIT A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT SERVICE AGREEMENTS

INDEMNIFICATION

Consultant Liability

As respects acts, errors or omissions in the performance of Consultant services, except as otherwise limited by NRS 338.155 (1)(d), (e), (f), or (g), Consultant agrees to indemnify and hold harmless District, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by Consultant's negligent acts, errors or omissions in the performance of its Consultant services under the terms of this agreement.

Except as otherwise limited by NRS 338.155 (1)(d), (e), (f), or (g), Consultant further agrees to defend District and assume all costs, expenses and liabilities of any nature to which District may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of Consultant or its Sub- consultant in the performance of their Consultant services under the Agreement.

Consultant further agrees to reimburse District for all costs, expenses and liabilities of any nature to which District may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of Consultant or its Sub-consultant in the performance of their Consultant services under the Agreement, if Consultant or Sub-consultant is adjudicated to be liable by a trier of fact.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of Consultant services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend (at District's option), and hold harmless District, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of Consultant (or Sub- consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of District.

In determining the nature of the claim against District, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against District.

GENERAL REQUIREMENTS

District requires that Consultant purchase Industrial Insurance (Workers' Compensation), General, and Consultant's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by Consultant, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by Consultant.

Coverages may be excluded or modified as appropriate by the DISTRICT Fire Chief or designee based upon the services performed and the risks involved.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any Sub-consultant by District. Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the District to make any payment under this Agreement to provide District with a certificate issued by an insurer in accordance with NRS 6168.627 and NRS 617.210.

If Consultant or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 6168627.

Should Consultant be self-funded for Industrial insurance, Consultant shall so notify District in writing prior to the signing of any agreement. District reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain coverages and limits no less than:

1. General or Professional Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$2,000,000 as an annual aggregate. Premium costs incurred to increase Consultant's insurance levels to meet minimum contract limits shall be borne by the Consultant at no cost to the District.

Consultant will maintain Consultant liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Consultant goes out of business during the term of this Agreement, or the three (3) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts, errors and omissions committed during the term of the Consultant Liability Policy.

Should District and Consultant agree that higher Consultant Coverage limits are needed warranting a project policy, project coverage shall be purchased and District shall bear the premium for limits exceeding the above amount. District retains the option to purchase project insurance through Consultant's insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the District Risk Management Division prior to the start of work under this Agreement. District 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 District Risk Manager prior to the **change taking effect.**

OTHER INSURANCE PROVISIONS

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

General Liability Coverages

1. District, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; or premises owned, occupied or used by Consultant. 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.

2. Consultant insurance coverage shall be primary insurance as respects District, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, agents, employees or volunteers shall be excess of Consultant insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, agents, employees or volunteers.
4. Consultant'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.
5. Consultant's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. District with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and insurance carrier. District reserves the right to require that the Consultant's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Consultant shall furnish District 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. The certificates are to be on forms approved by District. **All certificates and endorsements are to be addressed to the District and be received and approved by District before work commences.** District reserves the right to require complete, certified copies of all required insurance policies, at any time. A certificate of insurance is required prior to issuance of a Purchase Order.

SUB- CONSULTANTS

Consultant shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Consultant shall be responsible for and remedy all damage or loss to any property, including property of District, caused in whole or in part by Consultant, any Sub-consultant, or anyone employed, directed or supervised by Consultant.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:
 - a. Order Consultant to stop work under this Agreement and/or withhold any payments which become due Consultant hereunder until Consultant demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

2025 SCOPE OF WORK

1. Perform strictly confidential mental health evaluation and treatment services for TMFPD employees (current and retired), and members of their households.
2. Provide regular guidance in mental health and resilience of department members through face-to-face interactions on district properties, to include visits to all stations and shifts at least once every three months.
3. On-call crisis management (C.I.S.M) at emergency scenes or pre-determined post incident location, as determined and requested by the Incident Commander.
4. Agrees to assist department peer support team/chaplain staff in monthly mental health resilience check-ins and guidance in face-to-face contacts.
5. Will participate in the hiring/on-boarding process of new employees through interview process and fire academy trainings.
6. Consultant agrees to provide quarterly mental health and resilience training to the members of the Truckee Meadows Fire Protection District.
7. Consultant agrees to provide quarterly program breakdown to include time spent on training, station visits, one on one counseling, meetings attended, and any miscellaneous time spent on peer support.

2025 COST PROPOSAL

Consultant Responsibility

The Consultant shall bill in equal monthly installments for services as outlined in the Scope of Work. Total payments shall not exceed \$90,000 annually.

District Responsibility

Truckee Meadows Fire Protection District shall promptly review and pay invoices within thirty (30) days of receipt and approval.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Richard J. Edwards, Fire Chief

Dated: _____

STEVE NICHOLAS



Steven Nicholas, MFT

Dated: 8/6/25

**AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 and NRS 617.210**

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

I, Brian Fischer, being first duly sworn, deposes and states:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the Truckee Meadows Fire Protection District.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions, and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions, and provisions of chapter 617 of NRS.
7. Further affiant sayeth not.

I, Brian Fischer, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

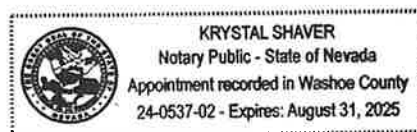
NAME


Brian Fischer

SIGNED and SWORN to before me this 18 day of August, 2025

By: Brian Fischer


NOTARY PUBLIC



Policy number: **838 863 108**

Policy effective date: May 15, 2025

Coverage detail for 2024 Tesla Y

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$319.99
▪ Bodily Injury	\$250,000 each person \$500,000 each occurrence		
▪ Property Damage	\$100,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$500	\$1,070.41
(Safe Driving Deductible Reward - deductible reduction amount available is \$100)			
Auto Comprehensive Insurance	Actual cash value	\$100	\$313.49
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	Not purchased*		
Transportation Expense	Not purchased*		
Auto Replacement Protection		Not applicable	\$73.85
Automobile Medical Payments	\$5,000 each person	Not applicable	\$34.16
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2024 Tesla Y			\$1,811.90

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 7SAYGDEE9RA234324

Rating information

- This vehicle is used for business
- This vehicle is driven between 11,001 and 12,000 miles per year.

Coverage detail for 2024 Forest Riv

Coverage	Limits	Deductible	Premium
Auto Collision Insurance	Actual cash value up to: \$30,000	\$500	\$63.25
Auto Comprehensive Insurance	Actual cash value up to: \$30,000	\$100	\$122.82
Contents	\$3,000 stated amount	Not applicable	w/ comprehensive
Total premium for 2024 Forest Riv			\$186.07

VIN 5ZT2ARXB2RX032260

Lienholder

Blue Compass Rv

Rating information

- This vehicle is used as a trailer



Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 03/16/2025

Named Insured:

Steven W Nicholas
5845 Ingleston Dr.,
Sparks, NV 89436

Policy #: E140907

Policy Term: 06/06/2025 - 06/06/2026

Occupation: Licensed Marriage and
Family Therapist

Covered Locations

Professional Liability: Portable Coverage, not location specific

Commercial General Liability: 543 Plumas St., Reno, NV 89509

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Professional Liability	\$1,000,000/\$5,000,000
Supplemental Liability	\$1,000,000/\$5,000,000
Licensing Board Defense	\$35,000
Commercial General Liability	\$1,000,000 / \$3,000,000
Fire/Water Legal Liability	\$250,000
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage <i>(for false allegations)</i>

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.