INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Agreement is made by and between Washoe County, a political subdivision of the State of Nevada, (County), and The Empowerment Center, (Contractor).

1. SERVICES TO BE PERFORMED

A. Scope of Work. Contractor shall perform in a competent manner the Scope of Work as set forth at Exhibit A attached to this Agreement and incorporated by reference.

B. Completion. The term of this Agreement commences on the Effective Date and continues until February 28, 2023, unless this Agreement is terminated sooner in accordance with its terms.

i. The Effective Date shall be the date this Agreement is fully executed and approved by the County and Contractor.

ii. The Contractor shall complete all phases of the Scope of Work with skill and care and in a timely manner.

2. PAYMENT

A. Payment Schedule. In consideration of the services to be performed by Contractor, County agrees to pay contractor as set forth in Payment Schedule at Exhibit B attached to this Agreement and incorporated by reference.

B. Contractor pays Expenses. Contractor shall be responsible for expenses incurred while performing services under this Agreement. This includes, but is not limited to, license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement. Any expenses to be paid by County are listed in Exhibit B along with an explanation of why the County is responsible for the expenses.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

A. Contractor has the sole right to control and direct the details and methods by which the services required by this Agreement are be 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 assistants and subcontractors 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 Exhibit B, 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 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.

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 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 "C" 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 _____ on behalf of _____.

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 month from the effective date of this agreement_____ on behalf of ____. (Initial here if applicable)

4. INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements with independent contractors to help assure that reasonable insurance coverage is maintained. Indemnification clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Insurance and Indemnification requirements are set forth in Exhibit C of this Agreement and incorporated by reference. All conditions and requirements identified in Exhibit C shall be completed prior to the commencement of any work under this Agreement.

5. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement.

6. BACKGROUND INVESTIGATION

If required by County, Contractor and any of its subcontractors or employees agree to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any costs associated with the background investigation shall be paid by Contractor. The discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

7. TERMINATION OF AGREEMENT

A. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 10 calendar days from the date of service of the notice.

B. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement.

C. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

D. Non-appropriation Clause. The County may terminate its participation in this Agreement, effective immediately upon receipt 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. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

8. MISCELLANEOUS PROVISIONS

A. Choice of Law. This Agreement shall be construed and interpreted according to the law of the State of Nevada.

B. Compliance with Laws. Contractor agrees to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

C. Assignment. Contractor may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

D. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

E. Notice. Notices and other communications in connection with this Agreement shall be in writing. Email or facsimile may be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

For Contractor:
Contact: Roxanne DeCarlo
Email: director@empowermentcentemv.org

Fax: 775-243-4510

For County:
Contact: Andrew Sherbondy
Email: asherbondy@washoecounty.gov

Fax: 775-785-4151

F. Non-Discrimination. No discrimination because of race, color, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Contractor agrees to meet all of the requirements of Washoe County Code, Section 5.343 (Prohibition against Discrimination).

G. Waiver. The waiver by the County of the provisions of this Agreement shall not operate as a waiver unless explicitly set forth in writing and signed by County. Forbearance or indulgence by the County in any regard to the exercise of any provision shall not constitute a waiver of any provision to be performed by Contractor. Until complete performance by Contractor of the provisions of the Agreement, the County shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Contractor	**Washoe County**
Signature:	Signature:
Dated: 06/27/2022	Dated:
Name: Roxanne DeCarlo	Name: Mark Stewart
Address: 7400 S. Virginia ST	Address: 1001 E. Ninth St.
Reno, NV 89511	Reno, NV 89512
Email: director@empowermentcenternv.org	Email: mstewart@washoecounty.us
Fax: 775-243-4510	Fax: 775.325.8062

INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT A
SCOPE OF WORK

SERVICES TO BE PERFORMED:

Contractor shall perform in a competent manner the Scope of Work as follows:

The Department of Alternative Sentencing (DAS) is launching a community-based diversion treatment program known as Support in Treatment, Accountability, and Recovery (STAR). The STAR program connects its participants (individuals on probation supervision) with community-based counseling and support services with the primary goals of keeping individuals out of incarceration and reducing recidivism rates amongst this population. The STAR program will be partnering with several community providers, including The Empowerment Center, to provide the services needed to meet these goals.

As part of this agreement, The Empowerment Center has agreed to reserve four (4) beds for female program participants who demonstrate a need for the sober living, counseling and recovery services the Empowerment Center provides. Funding for the four (4) beds will be provided through the STAR program sub-award in an amount not to exceed $17,600.00 for the 11-month grant period.

The Empowerment Center will work closely with the STAR team in order to accurately track recovery efforts, program violations, and overall progression through the STAR program for participants receiving services through The Empowerment Center.

INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT B
PAYMENT

PAYMENT:

In consideration of the services to be performed by Contractor, County agrees to pay Contractor as follows:

Check all that apply:

☐ County agrees to pay Contractor the total sum of $_____. Such payment will be made in accordance with the following schedule:

☐ County shall pay Contractor on a time and expense basis for all the work performed. The hourly rate shall be $_____.

☐ Except as otherwise mutually agreed to by the parties the payments made to Contractor shall not exceed $_____. The total value of the contract will not exceed $99.999.99.

☑ Contractor shall submit invoices for work performed on the 10th of each month (state when invoices are due, example on the 15th of each month). The County shall review such invoices and, if they are considered incorrect or untimely, the County shall review the matter with Contractor within 5 days from receipt of the Contractor's bill.

☐ This contract _____is/_____is not grant funded. If grant funded, the title of the grant is titled _____.

☐ In addition the payment for services, the County shall pay the following:

(Use this to list any specific costs/expenses the County has agreed to pay that are not covered above)

N/A.

INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT C
INSURANCE AND INDEMNIFICATION REQUIREMENTS

Washoe County has established specific requirements for agreements with independent contractors to help assure that reasonable insurance coverage is maintained. Indemnification clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this Agreement.

1. INDEMNIFICATION

1.1 Contractor agrees to indemnify any County Indemnitee for Indemnifiable Losses in any Proceeding arising out of this Agreement alleging:

1.1.1 breach or non-fulfillment of any provision of this Agreement by Contractor;

1.1.2 any negligent or more culpable act or omission of Contractor (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;

1.1.3 any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Contractor (including any reckless or willful misconduct); or

1.1.4 any failure by Contractor to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement except to the extent that County negligently or intentionally caused those Indemnifiable Losses.

1.2 In this Agreement, the following definitions apply:

1.2.1 "Contractor" means the Contractor, its employees, agents, subcontractors or any representatives and each of the heirs, executors, successors, and assignees of any of the foregoing.

1.2.2 "County Indemnitee" means the County, its officers, employees, volunteers, and any representatives and each of the heirs, executors, successors, and assignees of any of the foregoing.

1.2.3 "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.

1.2.4 "Litigation Expenses" means any reasonable out-of-pocket expenses incurred in defending a Proceeding or in any related investigation or negotiation, including, but not limited to, court filing fees, court costs, arbitration fees, witness fees, and attorney and other professional fees and disbursements.

1.2.5 "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

1.2.6 "Proceeding" means any judicial, administrative or arbitration action, claim, suit, cause of action, demand or investigation.

1.3 County Defenses. County will not waive and intends to assert available defenses and limitations contained in the Nevada Revised Statues Chapter 41.

1.4 Damages not to Exceed Contract Amount. Actual damages for the 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.

1.5 Notice of Intent to Seek Indemnification. County Indemnitee shall notify Contractor (a "Claim Notice") of any Losses or discovery of facts on which County intends to base a request for indemnification under Section 1.1. County shall deliver to Contractor a copy of all pleadings and papers with respect to that Proceeding. Failure to provide a Claim Notice to Contractor does not relieve Contractor of any liability.

1.6 Contractor to Assume Defense. Contractor shall notify County Indemnitee of its intent to assume defense of a Proceeding and promptly retain independent legal counsel, reasonably acceptable to the County.

1.7 County Indemnitee Control of Defense. Notwithstanding anything to the contrary in Section 1.6, County Indemnitee may select its own legal counsel to represent its interests, and Contractor shall:

1.7.1 reimburse County Indemnitee for its costs and attorneys' fees immediately upon request as they are incurred; and

1.7.2 remain responsible to County Indemnitee for any Losses and Litigation Expenses indemnified under Section 1.1.

1.8 Payment of Litigation Expenses. Contractor shall pay any Litigation Expense that a County Indemnitee incurs in connection with defense of the Proceeding before the Contractor assumes the defense of that Proceeding.

1.9 Settlement by Contractor. Contractor shall obtain County Indemnitee's approval prior to settlement of any Proceeding. Approval must be in writing.

2. INSURANCE

2.1 Contractor's Insurance – General Requirements.

2.1.1 Contractor agrees to maintain insurance sufficient to insure against obligations under this agreement and as required by law.

2.1.2 Failure to maintain insurances does not relieve Contractor of its obligations under this agreement.

2.1.3 The cost of all insurance shall be borne by Contractor.

2.1.4 Contractor shall cause any subcontractor to maintain the specific insurance coverages listed in Section 2.2.

2.1.5 In the case of any *claims-made* policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.

2.2 Specific Insurance Requirements. Contractor agrees to maintain insurance:

2.2.1 Industrial Insurance: There shall be no Industrial Insurance coverage provided by County for Contractor or any of its Sub-contractors. Contractor is responsible for providing insurance and agrees to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210 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.

2.2.1.1 The Industrial Insurance 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 616B.627.

2.2.1.2 Should Contractor be self-funded for Industrial Insurance, Contractor shall notify County in writing prior to the signing of the agreement. County reserves the right to approve said retentions and may request additional documentation for review prior to the signing of any agreement.

2.2.2 General Liability: Contractor agrees to maintain insurance in the amount of $1,000,000 per claim for bodily injury, personal injury and property damage.

2.2.2.1 If insurance 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.

2.2.2.2 The policy shall be endorsed to include the County, its officers and employees as additional insureds.

2.2.2.3 The policy shall not contain any exclusion for bodily injury or property damage arising from completed operations.

☐ The General Liability Insurance requirement is waived by Risk Management_____(initials)

2.2.3 Automobile Liability: Contractor agrees to maintain insurance in the amount of $1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limit may apply.

☐ The Automobile Insurance requirement is waived by Risk Management_____(initials)

2.2.4 Errors and Omissions Liability: Contractor agrees to maintain insurance in the amount of $1,000,000 per claim and as an annual aggregate.

2.2.4.1 Contractor shall maintain liability insurance during the term of this Agreement and for a period of three years from the date of substantial completion of the project. In the event that Contractor goes out of business, Contractor shall purchase Extended Reporting

Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Liability Policy.

2.2.4.2 Should the parties agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by County. County retains the option to purchase project insurance from any source.

☐ The Errors and Omissions Insurance requirement is waived by Risk Management_____(initials)

2.3. Requirements applicable to all insurance policies.

2.3.1 Every policy required above shall be primary insurance.

2.3.2 Any insurance available to the County shall be excess and not contributory insurance.

2.3.3. The Contractor shall be solely responsible for any deductible losses under any policy required above.

2.4 Verification of Coverage. Contractor shall provide 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. County reserves the right to review all required insurance policies at any time.

2.5 Failure to Maintain Insurance. In addition to any other remedies County may have if Contractor fails to maintain the required insurance policies or policy endorsements, County may, at its sole option:

2.5.1 Order Contractor to stop work, and/or

2.5.2. Withhold any payments until Contractor demonstrates compliance with the insurance requirements, and/or

2.5.3 Terminate the Agreement.

2.6 County's Insurance. Washoe County, through its Risk Management Division, has established a Self-insurance Program. This Program follows substantially the same format as that of commercial insurance coverage for property losses and third party liability claims.

2.6.1 The County self-funds its property losses up to $50,000 per loss, and has commercial "all risk" coverage above that amount.

2.6.2 All liability actions against the County are handled in accordance with Nevada Revised Statutes, Chapter 41. The County has $5,000,000 of excess liability insurance, with a $1,500,000 self-insured retention.

2.6.3 Washoe County is authorized as a Self-Insured Employer for Workers' Compensation by the Nevada Commissioner of Insurance, certificate number 123024.

STATE OF NEVADA, DIVISION OF INDUSTRIAL RELATIONS
AFFIRMATION OF COMPLIANCE
WITH MANDATORY INDUSTRIAL INSURANCE REQUIREMENTS
(Instructions with Definitions are located on reverse side)

Business Name (Include any name doing business as)	**Type of Business**	**Business Telephone Number**	
Business Address	**City**	**State**	**Zip Code**
Federal Identification No.	**Social Security No.**	**Contractor's Board License No.**	
Name of Principal Owner (Please Print)		**Principal Owner's Telephone No.**	
Principal Owner's Address	**City**	**State**	**Zip Code**

Identified as: (Complete one section only)

☐ That the above identified business has obtained industrial workers' compensation insurance as required by Chapter 616A to D, inclusive, of the Nevada Revised Statutes (NRS):

Effective Date of Coverage **Account Number**

☐ That the above identified business is not subject to the provisions of Chapter 616A to D, inclusive, of the Nevada Revised Statutes, due to a statutory exemption or as a business which has no employees nor hires any independent contractor or subcontractor.

☐ That the above identified business has a valid certificate of self-insurance pursuant to Chapter 616A to D, inclusive, of Nevada Revised Statutes.

Effective Date **Certificate Number**

I declare that I have the authority to act on behalf of the above described business, and am applying for a license to operate said business as a(n): ☐ Individual ☐ Sole Proprietor ☐ Partnership ☐ Corporation

Name of Applicant (Please Print) **Applicant's Telephone No.**

Applicant's Residence Address	**City**	**State**	**Zip Code**

I do hereby affirm that the above information is true and correct.

DATED this_____day of_____, 20_____.

Signature of Applicant (To be signed in the presence of the business license office employee) **Applicant's Title**

Witness Signature - (Business License Office Employee) **Name of City or County**

If unable to sign this document in the presence of a Business License Employee, the Applicant's signature must be notarized.

SUBSCRIBED and SWORN to before me on this _____ day of _____, 20___.

NOTARY PUBLIC

INSTRUCTIONS

The provisions of Chapter 616A to D, inclusive, of the Nevada Revised Statutes require every person, firm, voluntary association, and private corporation, including any public service corporation, which has any person, subcontractor, or independent contractor, under contract of hire, to obtain industrial insurance coverage in Nevada or obtain a certificate of self-insurance from the Nevada Commissioner of Insurance. **Subcontractors and independent contractors engaged in the same trade, business, profession or occupation as the hiring person or business, are by law considered to be employees.** One exception to the requirement for industrial insurance is if you or your business hires no employees, subcontractors or independent contractors. You are not required to obtain industrial insurance coverage for the following employees: theatrical or stage performers; casual musicians; household domestics, farm, dairy, agricultural or horticultural laborers, or persons engaged in stock or poultry raising; voluntary ski patrolman; real estate brokers and/or salesmen; direct sellers; or clergy. Businesses which elect to obtain industrial insurance coverage for such persons, gain valuable rights and significantly reduce liabilities for injuries to these persons. **A business which hires persons who are exempt from the provisions of Chapter 616A to 617, inclusive, of the Nevada Revised Statutes may be held liable in tort for injuries to those persons.** A business which hires exempt persons may elect to obtain industrial insurance, including sole proprietor coverage and partnerships.

IMPORTANT NOTICE: Pursuant to the provisions of NRS 616D.200(1): Any employer within the provisions of NRS 616B.633 who fails to provide, secure or maintain compensation as required by the terms of this chapter, is: (a) for the first offense, guilty of a **misdemeanor** and (b) for a second or subsequent offense committed within 7 years after the previous offense, guilty of a **category D felony.**

Definitions for Purposes of this Affirmation:

"Applicant" is the person executing this document.

"Business Name" is the name under which the business will operate, including the identification of any other names under which the entity will do business.

"Corporation" is a business which is incorporated in the state of Nevada or in any other state, and which is recognized as an active corporation by the Secretary of State for the State of Nevada.

AType of Business@ means the nature of business . . .

"Individual" is a person who operates a business which hires no employees, subcontractors or independent contractors.

"Partnership" is a business which is owned and operated by two or more individuals who share ownership rights to the net profits of the business and who share in all the liabilities of that business. A limited partnership is included in the term partnership if the limited partners are investors only, and do not perform services for the business.

"Principal Owner" is the owner, sole operator, designated general partner, or resident agent for the corporation.

"Sole proprietor" is a self-employed owner of an unincorporated business and includes working partners and members of working associations which may or may not hire employees.