

# PROFESSIONAL SERVICES AGREEMENT

## Solid Waste Reduction and Recycling Program

This Professional Services Agreement for providing the Solid Waste Reduction and Recycling Program is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and effective on January 1, 2019 between Keep Truckee Meadows Beautiful (KTMB) ("Contractor") and Washoe County Health District ("WCHD").

### WITNESSETH:

**WHEREAS**, WCHD desires to engage the CONTRACTOR to provide the Solid Waste Reduction and Recycling Program throughout the Washoe County Health District.

**NOW, THEREFORE**, the parties mutually agree as follows:

- (1) **Employment of Contractor.** WCHD agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services described in their proposal and incorporated into this Agreement as Exhibit B.
- (2) **Time of Performance.** The services to be performed by the CONTRACTOR shall be completed no later than December 31, 2019 unless the WCHD and/or its authorized representative shall approve an extension in writing.
- (3) **Compensation.** The total amount to be paid is \$100,000 in evenly distributed monthly installments from January 1, 2019 to December 31, 2019. A monthly written report of the status of all six (6) objectives as outlined in the Exhibit B must be included for payment to be processed:

CONTRACTOR agrees to complete the project and all services for not to exceed the agreed upon sum.

- (4) **Method of Payment.** The CONTRACTOR shall bill monthly for the percent of the agreement completed as described in Exhibit B. Total payments shall not exceed the amount shown in (3) above. WCHD shall promptly review and pay invoices within thirty (30) days of approval and acceptance by WCHD.
- (5) **Changes.** WCHD 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 WCHD.** WCHD shall cooperate with the CONTRACTOR in carrying out the work required by this Agreement.

WCHD 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 mailing by U.S. Mail, postage prepaid. In the event of termination CONTRACTOR shall submit to WCHD 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 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 form as WCHD may require, furnish such periodic reports concerning the status of the project, such as statements, reports and copies of count sheets of students served, or other information relative to project as may be requested by WCHD. The CONTRACTOR shall furnish WCHD, 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 full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project. WCHD shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, 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) **WCHD Not Obligated to Third Parties.** WCHD shall not be obligated or liable to any party other than the CONTRACTOR.
- (12) **When Rights and Remedies Not Waived.** In no event shall the making by WCHD of any payment to the CONTRACTOR constitute or be construed as a waiver by WCHD 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 WCHD while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to WCHD in respect to such breach or default.

- (13) **Indemnification and Insurance.** WCHD has established specific indemnification and insurance requirements for contracts with contractors, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors 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, 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) **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 Contract shall be the exclusive property of WCHD, and WCHD shall have the right to obtain from CONTRACTOR and/or CONTRACTOR's employees, and to hold in WCHD's name copyrights, trademark registrations, patents, or whatever protection WCHD may deem appropriate to the subject matter. CONTRACTOR agrees to give to WCHD all assistance reasonably required to perfect the rights herein above defined.
- (15) **Personnel.** The CONTRACTOR has all personnel required in performing the services under this Agreement. All of 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: Contractor, 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 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.
- (16) **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 WCHD.
- (17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person, sent via electronic mail or sent by the parties in the United States mail, postage paid, to the addresses noted below:
- To WCHD:                    James English, EHS Supervisor  
                                  Washoe County Health District  
                                  1001 E 9<sup>th</sup> Street  
                                  Reno, NV 89512
- To CONTRACTOR: Christi Cakiroglu, Executive Director  
                                  Keep Truckee Meadows Beautiful  
                                  P.O. 7412  
                                  Reno, NV 89510
- (18) **Limited Liability.** WCHD 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 WCHD'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.
- (19) **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. 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.
- (20) **Governing Law And Venue.** The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe, 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.

- (21) **Non-Appropriation Clause**. The WCHD may terminate its participation in this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the WCHD's funding source is not appropriated or is withdrawn, limited, or impaired. The WCHD will make every reasonable effort to ensure payment for services rendered by the Contractor.

**IN WITNESS WHEREOF**, WCHD and the CONTRACTOR have executed this agreement as of the date first written above.

## **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR SERVICE AGREEMENTS**

### **INDEMNIFICATION AGREEMENT**

PROVIDER agrees to hold harmless, indemnify, and defend except upfront defense of professional liability claims WCHD, 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 PROVIDER'S property, to the extent caused by the omission, failure to act, or negligence on the part of PROVIDER, its employees, agents, representatives, or Subcontractors occurring during the performance of work under this Agreement by PROVIDER, or by others under the direction or supervision of PROVIDER. For the avoidance of any doubt, PROVIDER shall not be held responsible to WCHD for any injury to person or property resulting during the implementation of any plan developed under this Agreement

In the event of a lawsuit against the WCHD resulting from the activities PROVIDER, during the performance of the work under this Agreement, should PROVIDER be unable to defend WCHD due to the nature of the allegations involved, PROVIDER shall reimburse WCHD, its officers, agents, and employees for reasonable costs of WCHD personnel in defending such actions at its conclusion to the extent should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of PROVIDER.

### **GENERAL REQUIREMENTS**

PROVIDER shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by PROVIDER. PROVIDER may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

### **INDUSTRIAL INSURANCE (Workers' Compensation)**

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

If PROVIDER 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 616B.627.

Should PROVIDER be self-funded for Industrial Insurance, PROVIDER shall so notify WCHD in writing prior to the signing of this Agreement. WCHD 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 WCHD and PROVIDER that PROVIDER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at PROVIDER'S sole cost and expense.

#### MINIMUM LIMITS OF INSURANCE

PROVIDER shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim 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 each project or location.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the WCHD Risk Management Division. WCHD 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 WCHD Risk Manager prior to the change taking effect.

#### OTHER INSURANCE PROVISIONS

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

1.WCHD, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROVIDER, including WCHD'S general supervision of PROVIDER; products and completed operations of PROVIDER; premises owned, occupied or used by PROVIDER; or automobiles owned, leased, hired, or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to WCHD, its officers, employees or volunteers.

2.PROVIDER'S insurance coverage shall be primary insurance as respects WCHD, its officers, employees and volunteers. Any insurance or self-insurance maintained by WCHD, its officers, employees or volunteers shall be excess of PROVIDER'S 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 WCHD, its officers, employees or volunteers.

4.PROVIDER'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.Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to WCHD 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. WCHD, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning PROVIDER and insurance carrier. WCHD reserves the right to require that PROVIDER'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

PROVIDER shall furnish WCHD 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 WCHD contracting department and be received and approved by the WCHD before work commences. WCHD reserves the right to require complete, certified copies of all required insurance policies, at any time.

## SUBCONTRACTORS

PROVIDER 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.

## MISCELLANEOUS CONDITIONS

1. PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of WCHD, caused in whole or to the extent in part by PROVIDER, any Subcontractor, or anyone employed, directed or supervised by PROVIDER.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the PROVIDER may be held responsible for payment of damages to persons or property resulting from and during its operations under this agreement of any Subcontractor under it. For the avoidance of any doubt, PROVIDER shall not be held responsible to WCHD for any injury to person or property resulting during the implementation of any plan developed under this Agreement.

3. In addition to any other remedies WCHD may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WCHD may, at its sole option:

- a. Order PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
- b. Terminate the Agreement.

**Scope of Work:**  
**KTMB – Solid Waste Reduction and Recycling Program**

The Washoe County Health District (WCHD) and Keep Truckee Meadows Beautiful (KTMB) have partnered over the years to enact on the Solid Waste Management Plan for Washoe County, reduce illegal dumping and increase recycling and diversion through outreach and education.

For Calendar Year 2019 (CY19) KTMB and WCHD have agreed to have KTMB do the following six (6) items in an effort to support the Washoe County District Board of Health Strategic Plan and the overall mission of the Environmental Health Services Division to be protective of public health and the environment.

1. Provide dumpsters, equipment and passes throughout the year to support solid waste cleanup
  - a. KTMB will be responsible for the procurement, removal and tracking of dumpsters
2. Document historical illegal dump sites and conduct annual Litter Survey to evaluate and refine cleanup efforts
  - a. Work to expand Adopt-An-Open-Space to engage more volunteer groups at habitual dump locations
  - b. Manage and monitor Adopt-A-Spot litter removal
3. Increase awareness about the Illegal Dumping Hotline and WCSO Mobile App
  - a. Conduct public outreach to support solid waste cleanup and raise awareness about alternatives to dumping and reporting abilities to deter dumping activity
  - b. Continue coordination of the Illegal Dumping Task Force to support ongoing efforts to reduce and eliminate illegal dumping activity
4. Promote KTMB's Recycling Guide to increase public's awareness of local diversion outlets
  - a. Provide year round reduce, reuse and recycle youth and adult education through KTMB's Waste Warrior's education program
  - b. Continuing education for local decision makers
  - c. Facilitate four hour recycling training for County staff twice a year

5. Coordinate regional waste minimization efforts of Sustainability Partners in Northern Nevada (SPINN)
  - a. Support and recognize local citizens and businesses that have adopted green initiatives or been involved in increasing diversion rates
  - b. Establish a Solid Waste & Recycling Advisory Committee to inform Policy and Program Development
6. In partnership with the Environmental Health Services Division design a plan for future waste minimization activities based on the results of the 2018 Waste Characterization Study conducted by the WCHD
  - a. Working in partnership with the WCHD and SPINN to coordinate local efforts to implement plan to reduce waste based on the results of the waste study
  - b. Work to increase Education and Outreach to Businesses and Residents to Change Behavior and Culture

Washoe County Health District will be prominently featured as the funder on all of KTMB's materials, literature and media pieces related to these programs using the language "funded by the Washoe County Health District." KTMB will provide regular updates to the Washoe County Health District Board.

#### Payment Terms

The following deliverables must be met and a summary of work completed will be submitted along with the payment request. Back up documentation to substantiate work completed will be provided upon request prior to payment if needed. The total amount to be paid is \$100,000 in evenly distributed monthly installments from January 1, 2019 to December 30, 2019. A monthly written report of the status of all six (6) objectives as outlined in the Exhibit B must be included for payment to be processed:

CONTRACTOR agrees to complete the project and all services for not to exceed the agreed upon sum.

WASHOE COUNTY PURCHASING AND CONTRACTS MANAGER

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

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