

# 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 of December, 2021 and between 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 at midnight on December 11<sup>th</sup>, 2021 for a period of nineteen (19) months, with the option to renew for three (3), one-year periods thereafter. 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 nineteen-month period shall not exceed \$847,893.21. 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.** Provided the CONTRACTOR submits an invoice and monthly reporting required in Exhibit B, the payments of the contract term shall be paid in evenly distributed monthly installments of \$44,625.96 or evenly distributed twice monthly amounts of \$22,312.98

The CONTRACTOR shall bill no less frequently than twice monthly. 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 to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
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- (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 COUNTY's 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 explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.
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- (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 reporting of miscellaneous income on Form 1099-MISC, and that amounts paid to CONTRACTOR will be reported to the IRS accordingly.
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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 J is not currently a retired member of the PERS JA (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 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, Manager  
170 S. Virginia Street Ste 201  
Reno, NV 89501  
[dsearcy@washocounty.gov](mailto:dsearcy@washocounty.gov)  
775-399-2005

To CONTRACTOR:  
Grant Denton, Executive Director  
90 Walts Lane  
Reno, NV 89509  
[grantadenton@gmail.com](mailto:grantadenton@gmail.com)  
702-980-0347

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- (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.
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- (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.

#### Debarment & Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Termination

In addition to other provisions of this Agreement, COUNTY has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) day's written notice. In the event the Agreement is terminated by COUNTY in accordance with this provision, COUNTY agrees to pay Contractor for all work satisfactorily completed.

#### Compliance with Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
  - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
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### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### Legal/Contractual/Administrative remedies for breach of contract

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

This contract may be amended to extend past the initial term stated in Article 2 by executing an amendment signed by both Parties.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

### Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
    - Competitively within a timeframe providing for compliance with the contract performance schedule;
    - Meeting contract performance requirements; or
    - At a reasonable price.
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- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Grant Denton / Kenan Boat, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

12-21-21

Grant Denton Executive Director

## Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
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- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) *Withholding for unpaid wages and liquidated damages.* The Federal funding agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
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- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### Performance and Payment Bonds

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

The Contractor agrees that it will before this Contract becomes effective, furnish COUNTY a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to COUNTY, each in an amount equal to one hundred percent (100%) of the total Contract sum.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

#### Access to Records

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the (Insert Pass-through entity if applicable), COUNTY, and the [INSERT FEDERAL AGENCY], Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the [INSERT FEDERAL AGENCY], authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Contract Changes or Modifications- Must be agreed upon in writing and signed by both parties.

#### Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

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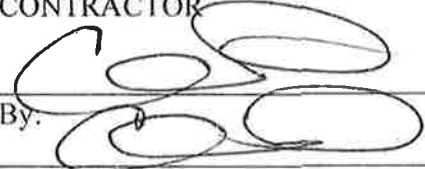
No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Fraud and False or Fraudulent Statements Or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**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 <i>Grant Denton</i>
By: <b>Mark Stewart</b> <small>Digitally signed by Mark Stewart Date: 2021.12.23 07:12:17 -08'00'</small>	By: 
Title: Purchasing and Contracts Manager	Title: <i>Executive Director</i>
Date: 12/23/2021	Date: <i>12-21-21</i>



**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.

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The Karma Box Project Professional Services Agreement  
Exhibit A

**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,

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The Karma Box Project Professional Services Agreement  
Exhibit A

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

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The Karma Box Project Professional Services Agreement  
Exhibit A

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

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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**

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The Karma Box Project Professional Services Agreement  
Exhibit A

**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:  
Operator of Safe Camp for People Experiencing Homelessness**

**1. 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 emergency 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.**

**Safe Camp Purpose:**

- Provide a sanctioned location for people currently living outside that reduces the environmental, public health and safety concerns of unregulated encampments.
- Provide a sanctioned camping location to reduce the negative impacts of unsheltered people being forcibly removed from a location.
- From this stable location, engage safe camp residents in housing focused conversations, service referrals and housing placements.

Washoe County aims to focus on the following approaches to meet the purpose outlined above:

**Provision of a secure, stable campsite**

- Secure location
- Storage for personal belongings
- Serve couples as well as single adults 18 years of age and older
- Pets allowed

**Connection to service providers and housing programs**

- On-site staff to assist with connections to services and programs in partnership with community partners

## Safe Camp Operator Professional Services Agreement Exhibit B

- Facilitation of on-site visits from service providers to build connections to existing programs

In order to operate a Safe Camp as soon as possible, a temporary site was established along the “upper rim” area of the Governor’s Bowl while construction for a longer-term site is completed. An emergency contract was executed on May 11<sup>th</sup>, 2021 with an operator and the Safe Camp opened on June 17<sup>th</sup>, 2021. Since opening, the Safe Camp has operated at full capacity and with approx. 45 participants onsite.

While camping style tents are currently being utilized, individual shelters have been purchased and are anticipated to be installed in November of 2021. As deliveries are received, the individual temporary shelters will be installed and current Safe Camp participants will be moved onto the individual temporary shelters. The longer-term site is anticipated to provide 50 individual shelters and will not be utilizing any camp style tents. The individual shelters provide heating and air conditioning, a bed and a small amount of personal storage space. The individual shelters do not include plumbing, restrooms or handwashing. The longer-term site will include indoor restroom and handwashing facilities in addition to a small building for communal use including a staff office, small meeting room and an eating area for participants.

The Safe Camp operator must be prepared to operate in the temporary site location until construction is complete in the longer-term site, at which time the operator will be expected to operate the Safe Camp in the longer-term site. Construction is anticipated to be completed in Summer of 2022.

### **2. Definitions**

**Case Management** (provided by Washoe County Office of the County Manager, not the responsibility of the OPERATOR) is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

Outreach and client identification: to attempt to enroll clients not using traditional or mainstream services

Assessment: to determine a person’s current and potential strengths, weaknesses, and needs

Planning: to develop a specific, comprehensive, individualized plan

Linkage: to transfer clients to necessary services and treatments provided in the community

Client Advocacy: to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services

Crisis Intervention: assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services

Resource Development: attempting to create additional services or resources to address the needs of clients

Discharge Planning: implementing many of the above functions to help clients plan to transition from one type of setting or service program to another

**Clarity Human Services** is a software application that is developed for human services client management. It is a web-based program that allows provider agencies to manage and secure client information. This software is used for the Homeless Management Information System (HMIS) for all homeless service providers in Nevada.



## Safe Camp Operator Professional Services Agreement Exhibit B

**Critical Incident Report** is a report that covers any "Critical Incident" which is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the emergency shelter.

**Diversion** is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

**Effort Pledge** is a statement that clients sign that acknowledges that they will do their best to work toward accomplishing housing goals outlined in the housing plan.

**Equal Access Rule** requires that programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. The rule has since been expanded to require that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

**Homeless** can describe a person's situation if they are sleeping in a place not meant for human habitation (e.g. living on the streets) or in an emergency shelter; or a person in transitional housing for homeless persons who originally came from the street or an emergency shelter. Also a person may be considered homeless if, without the assistance from a service provider, they would be living on the streets. This includes persons being evicted within a week from a private dwelling with no subsequent residence identified and lacks the resources and support networks needed to obtain housing; or being evicted within one week from an institution in which the person has been a resident for more than 30 consecutive days with no subsequent residence identified and he/she lacks the resources and support networks needed to obtain housing.

**Housing First** is a best practice model approach used to house and provide services for people experiencing homelessness. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently experiencing homelessness, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long term housing stability. Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions or service participation requirements and in which placement and stabilization in permanent housing are primary goals. Programs that use a Housing First approach promote the acceptance of clients regardless of their sobriety or use of substances or completion of treatment.

**Housing Services** are services that assist persons with obtaining housing. Services may include: development of housing plans, recruitment of housing units for clients experience homelessness, assistance with housing placements and lease agreements, preparing clients for successful transition to permanent housing, mediation between landlord and tenant, advocating for tenant rights, providing tenant education, etc. Positions to provide housing services may include: housing recruiter, housing harvester, housing specialist, etc., where individual persons are responsible for part or all of the functions mentioned above.

**Housing Stability** is measured for short term support by successful exits to stable permanent housing. For permanent housing, maintenance of that housing should be a primary focus of outcomes measured.

**Motivational interviewing** is a psychotherapeutic approach that attempts to move an individual away from a state of indecision or uncertainty and towards finding motivation to making positive decisions and accomplishing established goals.

## Safe Camp Operator Professional Services Agreement Exhibit B

**Participant** is anyone who has been accepted for admission and is currently residing at the Safe Camp

**Supportive Services** address the service needs of people experiencing homelessness, such as employment, health, drug abuse treatment, or education, to help people experiencing homelessness meet three overall goals: 1) achieve housing stability, 2) increase skill and/or income levels, and 3) obtain greater self-determination. Supportive services may include, but are not limited to: assistance in obtaining permanent housing, assistance in obtaining income supports, medical counseling and supervision, mental health and psychological counseling and supervision, employment counseling, substance abuse treatment and counseling, other services such as child care payments, transportation assistance, job placement or training, outreach, life skills training, and transportation.

**Trauma-Informed Care and Practice** is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and participants, and that creates opportunities for participants to rebuild a sense of control and empowerment.

### **3. Scope of Work**

Washoe County Office of the County Manager (COUNTY) will administer County funds to assist with the cost of operating the Safe Camp for adults experiencing homelessness that includes housing-focused environments that promote engagement in housing-stability planning and wrap around services including case management, job and housing placement and assistance with applications for public assistance as applicable. The selected operator (OPERATOR) is charged with the responsibilities of Safe Camp operations to ensure that:

- the facility is safe and secure
- Safe Camp participants are treated with respect and compassion
- all participant intakes are conducted prior to move in, including completion of all required paperwork
- Any safety or cleanliness concerns are responded to appropriately
- participants conflicts are de-escalated in a respectful and compassionate fashion
- any critical incidents that occur are resolved and reporting to the appropriate party

Washoe County Office of the County Manager is committed to maintaining a safe and secure environment and the selected OPERATOR will be expected to also maintain this commitment. The safety of participants, staff, and volunteers is of utmost importance. Firearms, explosives, weapons, or any item that may be construed as such, are prohibited from being onsite at the Safe Camp. There are some limited exceptions to this policy; for example, certified and licensed law enforcement personnel. While drugs and alcohol are not allowed at the Safe Camp, we will provide services to participants who actively use these substances.

Our goal is to meet participants “where they are at.” Program staff will not deny services to participants who use alcohol or drugs however, no alcohol or drugs (including synthetic “legal drugs” and medications for which individuals do not have a prescription) are allowed on the Safe Camp. Carrying of a firearm, or dangerous weapon, by anyone on the property, is strictly prohibited. This includes ammunition, explosives, fireworks, and other dangerous substances or materials of any kind. Weapons will not be allowed at the Safe Camp or accepted for storage on site.

The OPERATOR’s services shall be provided to households experiencing homelessness free of charge.

**Safe Camp Operator Professional Services Agreement  
Exhibit B**

**Operator Responsibilities**

1. A minimum of two site staff must always be on-site. On-site Washoe County contracted security will count towards that minimum staffing number during the third shift, commonly referred to as the “graveyard” shift. Staffing schedules must be submitted and approved by Washoe County. In addition to the minimum required site staff, a full time Manager must be included in the staffing provided. This position will be charged with supervising all site staff, providing site staff training, participating in Safe camp participant case conferencing Safe Camp operational meetings. The Manager will also be responsible for ensuring all site staff are following all Safe Camp policy and procedures. An example of a staffing schedule is noted below:

Example Daily Staffing Schedule			
<b>Shift 1</b>	7 days a week, 6 am to 3 pm	Site Staff 1	Site Staff 2
<b>Shift 2</b>	7 days a week, 3 pm to 11 pm	Site Staff 3	Site Staff 4
<b>Shift 3</b>	7 days a week, 11 pm to 6 am	--	Site Staff 5
<b>Manager</b>	Monday—Friday, 8am to 5 pm	Manager	

2. All site staff must be paid at least \$17.00 per hour, not including any benefits provided. All supervisory or management staff must be paid at least \$20.00 per hour not including any benefits provided.
3. Provide all full time employees with health insurance coverage or provide a stipend to assist with covering the cost of acquiring health insurance.
4. Conduct all participant intakes and exits, including a program enrollment/exit in HMIS and all requirement paperwork.
5. Assist participants with storage of belongings, ensuring that all possession are contained inside their assigned tent/individual shelter
6. Engage participants in a productive way to redirect behaviors that do not align with the behavioral expectations to of the Safe Camp.
7. Utilize Trauma-Informed Care and Motivational Interviewing: A Harm Reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences. Serve the target population in a welcoming and solutions-focused environment.
8. Direct site staff to support and reinforce the housing goals of every participant to the maximum extent practical.
9. Collaborate with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
10. Provide clear and visible identifiers for on-duty staff. Staff must wear Washoe County provided uniforms and adhere to the applicable dress code.
11. 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.
12. Maintain insurance policies as outlined in Attachment B.
13. Be available for consultation regarding the operation and progress of the safe camp with at reasonable times with advance notice.
14. Provide advanced written notice of any service provision changes during the lifecycle of the

## Safe Camp Operator Professional Services Agreement Exhibit B

contract.

15. 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.
16. Document that all employees working at the safe camp have passed the appropriate background checks per state and federal requirements. 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.
17. 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.
18. Adhere and enforce the Washoe County Safe Camp Policy and Procedures as periodically updated and amended.
19. Comply with all local, state and federal laws of any kind including but not limited to public health guidelines.
20. Maintain the confidentiality of all records pertaining to any individual as required by local, state and federal law.
21. Comply with the Equal Access Rule: In alignment with the Equal Access Rule, the Safe Camp Operator will provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule when possible.
22. 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. Maintain an open facility 24 hours a day, seven days a week, 365 days a year.
2. 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.
3. 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.
4. 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
5. Certify that training on all required subjects has been provided to existing staff and to new hires within 30 days of hire date and certification of training is by an approved source. Documentation of training on all mandated subjects to all project operations staff, regardless of length of service, must be submitted to the COUNTY.

## Safe Camp Operator Professional Services Agreement Exhibit B

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. Participate in weekly Safe Camp participant case conferencing meeting and regularly scheduled Safe Camp operational meetings.
11. Coordinate the provision of lunch and dinner. Washoe County will ensure the provision of lunch and dinner meals however the contracted operator must coordinate with meal delivery provider and ensure participants have access to meals and snacks.
12. Establish and facilitate monthly participant advisory council meetings to facilitate participant feedback.

### **Target Population and Admission Criteria**

Safe Camp participants must meet the definition of homeless as previously defined.

The following criteria may not be used to determine program eligibility and continued stay:

- Sobriety and/or commitment to be drug-free;
- Participation in religious services or activities;
- Participation in drug treatment services (including NA/AA);
- Payment or ability to pay; nor
- Identification

### **Timeline for key activities:**

December 11<sup>th</sup> at midnight:

- Assume the role of Safe Camp operator

January 2022

- Assist with transitioning participants to the longer-term site

Ongoing January 2022 -June 30<sup>th</sup> 2023:

- Safe Camp operations continue under the terms of the initial contract

July 1<sup>st</sup>, 2023-June 30<sup>th</sup>, 2025:

- Safe Camp operations may continue, annual contract renewals are optional

### **Monthly Performance Measures:**

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

**Safe Camp Operator Professional Services Agreement  
Exhibit B**

- Number of incidents as recorded in the incident log
- Participant advisory council updates

The operator will utilize provided project reporting tools provided by County to collect requested information.

The work outlined above may not be subcontracted.

The OPERATOR shall not engage in any fundraising related to the Safe Camp without prior written approval by Washoe County Office of the County Manager 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 OPERATOR and Washoe County to benefit the Safe Camp project.

**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/Individual Shelters
- First-aid supplies
- Personal Protective Equipment (PPE)
- Cleaning and hygiene supplies
- Utilities (water, electricity, natural gas, internet)
- Permits/Licensing
- Communication Radios
- NARCAN

Washoe County will provide case management staff who will work in collaboration with the contracted operator. Washoe County also provides onsite 24/7 security staffing.

Washoe County will manage and facilitate the distribution and collection of Safe Camp participant applications; however the operator will participate in the review of participant applications.

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 10<sup>th</sup> and 25<sup>th</sup> calendar day of each month for the previous period's services. The billing submitted on the 10<sup>th</sup> 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. Payment will only be made for staff time worked, vacation, sick or paid leave is not eligible for reimbursement.

<b>KBP Contracted Operator Budget</b>	
	<b>Total</b>
Day (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00

Safe Camp Operator Professional Services Agreement  
Exhibit B

Swing (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Grave (\$19/hr base pay, \$25/hr w/ fringe)	\$ 73,000.00
Manager (\$25/hr base pay, \$31.25/hr w/ fringe)	\$ 65,000.00
Director (0.5 FTE of \$87,650)	\$ 43,825.00
<b>Staffing Subtotal</b>	<b>\$ 450,465.00</b>
Admin (10% of staffing only)	\$ 45,046.50
<b>Staffing + Admin</b>	<b>\$ 495,511.50</b>
Insurance/Supplies (reimbursed based on actual cost only)	\$ 40,000.00
<b>Total Annual Contract Costs</b>	<b>\$ 535,511.50</b>

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
  - a. Pre-approved by the County
  - b. Include original receipts
  - c. Sales tax will not be reimbursed

OPERATOR shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include a client satisfaction survey but may also include one of the following: development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with OPERATOR leadership to discuss programs. OPERATOR will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.

Washoe County Office of the County Manager will evaluate the OPERATOR's performance under this contract on a regular basis. Such evaluation shall include assessing the OPERATOR's compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.

OPERATOR must submit status reports to support the staffing expenses and benefit realized by the COUNTY. OPERATOR will also provide operating budget information at least twice per year.

OPERATOR shall provide written notice to COUNTY of any service provision changes during the lifecycle of the contract for which COUNTY's funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and OPERATOR.

**Safe Camp Operator Professional Services Agreement  
Exhibit B**

OPERATOR is responsible to collaborate with other homeless service providers to minimize duplication of service and maximize utilization of available resources.

OPERATOR agrees to ensure, to the maximum extent practicable, that individual and experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for the Safe Camp.

OPERATOR shall work in good faith to resolve any issues presented by Washoe County Office of the County Manager 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.

OPERATOR will certify to:

Maintain the confidentiality of all records pertaining to any individual or as required by local, state and federal law.

Ensure that the OPERATOR, its officers, and employees are not debarred or suspended from doing business with the Federal Government.



## AMENDMENT #1

### TO THE AGREEMENT FOR OPERATING THE PILOT SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS

This AMENDMENT #1 revises the ORIGINAL written Agreement for operating the pilot safe camp for people experiencing homelessness effective the 11th of December, 2021 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Karma Box Project (hereinafter called "CONTRACTOR" or "ORGANIZATON") as follows:

1. Item (3) and (4), Compensation and Method of Payment will be amended:

Replace:

- (3) **Compensation.** The total amount to be paid for the initial nineteen-month period shall not exceed \$847,893.21. 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.
- (4) **Method of Payment.** Provided the CONTRACTOR submits an invoice and monthly reporting required in Exhibit B, the payments of the contract term shall be paid in evenly distributed monthly installments of \$46,000.96 or evenly distributed twice monthly amounts of \$23,000.48

The CONTRACTOR shall bill no less frequently than twice monthly. 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.

With:

- (3) **Compensation.** The total amount to be paid for the initial nineteen-month period shall not exceed \$874,018.21. 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.

- (4) **Method of Payment.** Provided the CONTRACTOR submits an invoice and monthly reporting required in Exhibit B, the payments of the contract term shall be paid in evenly distributed monthly installments of \$45,875.96 or evenly distributed twice monthly amounts of \$22,937.98.

The CONTRACTOR shall bill no less frequently than twice monthly. 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.

AND

1. Exhibit B; Scope of Work, page 29:

Replace:

<b>KBP Contracted Operator Budget</b>	
	<b>Total</b>
Day (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Swing (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Grave (\$19/hr base pay, \$25/hr w/ fringe)	\$ 73,000.00
Manager (\$25/hr base pay, \$31.25/hr w/ fringe)	\$ 65,000.00
Director (0.5 FTE of \$87,650)	\$ 43,825.00
<b>Staffing Subtotal</b>	<b>\$ 450,465.00</b>
Admin (10% of staffing only)	\$ 45,046.50
<b>Staffing + Admin</b>	<b>\$ 495,511.50</b>
Insurance/Supplies (reimbursed based on actual cost only)	\$ 40,000.00
<b>Total Annual Contract Costs</b>	<b>\$ 535,511.50</b>

With:

<b>KBP Contracted Operator Budget</b>	
	<b>Total</b>
Day (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00


Swing (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Grave (\$19/hr base pay, \$25/hr w/ fringe)	\$ 73,000.00
Manager (\$25/hr base pay, \$31.25/hr w/ fringe)	\$ 65,000.00
Director (0.5 FTE of \$87,650)	\$ 43,825.00
Community Development Peer (\$10/hr)	Not to exceed \$15,000
<b>Staffing Subtotal</b>	<b>\$ 465,465.00</b>
<b>Admin (10% of staffing only)</b>	<b>\$ 46,546.50</b>
<b>Staffing + Admin</b>	<b>\$ 512,011.50</b>
<b>Insurance/Supplies (reimbursed based on actual cost only)</b>	<b>\$ 40,000.00</b>
<b>Total Annual Contract Costs</b>	<b>\$ 552,011.50</b>

The Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by this AMENDMENT #1 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #1 to be duly executed and effective as of the date defined above.

**SIGNATURES**

**KARMA BOX PROJECT**

By: Grant Denton 

Title: Executive Director

Date: 12-24-21

WASHOE COUNTY

By: **Mark  
Stewart**

Digitally signed by  
Mark Stewart  
Date: 2022.01.03  
08:29:22 -08'00'

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**Title:** Purchasing and Contracts Manager

---

**Date:** 01/03/2022

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**AMENDMENT #2**

**TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATOR FOR  
SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS**

This AMENDMENT #2 revises the ORIGINAL written Professional Services Agreement dated December 11, 2021 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Karma Box Project, a domestic nonprofit corporation, (CONTRACTOR) as follows:

Retroactively effective OCTOBER, 1 2022 the terms for EXHIBIT B – KBP CONTRACTED OPERATOR BUDGET shall be revised to reduce the Insurance/Supplies line item by \$6,000 and create a new line item for Transportation for \$6,000 (\$500 per month).

Replace:

<b>KBP Contracted Operator Budget</b>	
	<b>Total</b>
Day (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Swing (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Grave (\$19/hr base pay, \$25/hr w/ fringe)	\$ 73,000.00
Manager (\$25/hr base pay, \$31.25/hr w/ fringe)	\$ 65,000.00
Director (0.5 FTE of \$87,650)	\$ 43,825.00
Community Development Peer (\$10/hr)	Not to exceed \$15,000
<b>Staffing Subtotal</b>	<b>\$ 465,465.00</b>
Admin (10% of staffing only)	\$ 46,546.50
<b>Staffing + Admin</b>	<b>\$ 512,011.50</b>
Insurance/Supplies (reimbursed based on actual cost only)	\$ 40,000.00
<b>Total Annual Contract Costs</b>	<b>\$ 552,011.50</b>

With:

<b>KBP Contracted Operator Budget</b>	
	<b>Total</b>
Day (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Swing (\$17/hr base pay, \$23/hr w/fringe)	\$ 134,320.00
Grave (\$19/hr base pay, \$25/hr w/ fringe)	\$ 73,000.00
Manager (\$25/hr base pay, \$31.25/hr w/ fringe)	\$ 65,000.00
Director (0.5 FTE of \$87,650)	\$ 43,825.00
Community Development Peer (\$10/hr)	Not to exceed \$15,000


<b>Staffing Subtotal</b>	\$ 465,465.00
<b>Admin (10% of staffing only)</b>	\$ 46,546.50
<b>Staffing + Admin</b>	\$ 512,011.50
<b>Insurance/Supplies (reimbursed based on actual cost only)</b>	\$ 34,000.00
<b>Transportation (\$500 per month)</b>	\$ 6,000.00
<b>Total Annual Contract Costs</b>	\$ 552,011.50

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by AMENDMENT #1 or this AMENDMENT #2 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #2 to be duly executed and effective as of the date defined above.

SIGNATURES

CONTRACTOR: Karma Box Project

By: Grant Denton 

Title: Executive Director

Date: 10-17-22

COUNTY: Washoe County, NV

By: **Mark Stewart** Digitally signed by Mark Stewart  
Date: 2022.10.18 07:13:57 -07'00'

Title: Purchasing and Contracts Manager

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

### AMENDMENT #3

#### TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATOR FOR SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS

This AMENDMENT #3 revises the ORIGINAL written Professional Services Agreement dated December 11, 2021 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Karma Box Project, a domestic nonprofit corporation, (CONTRACTOR) as follows:

Retroactively effective JULY, 1 2022 the terms to the Professional Services Agreement for Operator for Safe Camp for People Experiencing Homelessness shall be amended as follows:

EXHIBIT B – KBP CONTRACTED OPERATOR BUDGET shall be revised to include allowance for billable overtime hours as defined by any hours worked over forty (40) hours per workweek for hourly positions at the rate of one and a half times the contracted rates as long as the CONTRACTOR stays within the total contract staffing amount of \$450,465.00 annually or \$37,538.75 monthly.


EXHIBIT A – INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS shall be revised to include the following language: Contractor accepts all liability for use by Contractor employees and staff of the Washoe County owned and maintained golf carts at Nevada Cares Campus. In this regard Contractor understands and agrees that said golf carts are to be utilized at the Contractor's own risk and that the golf carts are to be utilized solely within the perimeter of Nevada Cares Campus and are not to be utilized off campus, including on public streets and sidewalks. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding Washoe County's right to participate, Washoe County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify Washoe County shall apply in all cases except for claims arising solely from Washoe County's own negligence or willful misconduct in maintaining the golf carts. Contractor waives any rights of subrogation against Washoe County. Contractor's duty to defend begins when Washoe County requests defense of any claim arising from the use and operation of golf carts by Contractor at the Cares Campus.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by AMENDMENT #1, AMENDMENT #2 or this AMENDMENT #3 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #3 to be duly executed and effective as of the date defined above.

SIGNATURES

CONTRACTOR: Karma Box Project

By: 

Title: Executive Director

Date: 2:15 pm → 1-9-23 (C)

COUNTY: Washoe County, NV

By: **Mark Stewart** Digitally signed by Mark Stewart  
Date: 2023.01.09 14:49:35 -08'00'

Title: Purchasing and Contracts Manager

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



## AMENDMENT #4

### TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATOR FOR SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS

This AMENDMENT #4 revises the ORIGINAL written Professional Services Agreement dated December 11, 2021 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Karma Box Project, a domestic nonprofit corporation, (CONTRACTOR) as follows:

Effective JULY, 1 2023 the terms to the Professional Services Agreement for Operator for Safe Camp for People Experiencing Homelessness shall be amended as follows:

ARTICLE 2 – TIME OF PERFORMANCE shall be revised to renew the agreement for an additional year through July 1, 2024.

EXHIBIT B – KBP CONTRACTED OPERATOR METHOD OF PAYMENT: CONTRACTOR submits an invoice and monthly reporting over a 13 pay periods, the payments of the contract term shall be paid in evenly distributed amounts over 13 installments of \$34,651.15. COUNTY shall promptly review and pay invoices within thirty (30) days of approval and acceptance by COUNTY.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by AMENDMENT #1, AMENDMENT #2, AMENDMENT #3, or this AMENDMENT #4 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #4 to be duly executed and effective as of the date defined above.

SIGNATURES

CONTRACTOR: Karma Box Project

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

Title: Executive Director

Date: 6/21/2023

COUNTY: Washoe County, NV

By: **Mark Stewart** \_\_\_\_\_  
Digitally signed by Mark Stewart  
Date: 2023.06.22 13:32:48 -07'00'

Title: Purchasing and Contracts Manager

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

**AMENDMENT #5**

**TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATOR FOR  
SAFE CAMP FOR PEOPLE EXPERIENCING HOMELESSNESS**

This AMENDMENT #5 revises the ORIGINAL written Professional Services Agreement dated December 11, 2021 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Karma Box Project, a domestic nonprofit corporation, (CONTRACTOR) as follows:

Effective JULY, 1 2023 the terms to the Professional Services Agreement for Operator for Safe Camp for People Experiencing Homelessness shall be amended as follows:

ARTICLE 2 – TIME OF PERFORMANCE shall be revised to renew the agreement for an additional year through July 1, 2024.

EXHIBIT B – KBP CONTRACTED OPERATOR METHOD OF PAYMENT: CONTRACTOR submits an invoice and monthly reporting over a 13 pay periods, the payments of the contract term shall be paid in evenly distributed amounts over 13 installments of \$39,385.50, not to exceed \$512,011.50 annually, for Staffing + Admin fees. CONTRACTOR submits a \$500.00 monthly invoice, not to exceed \$6,000.00 annually, for Transportation fees. CONTRACTOR submits a separate invoice for incurred Insurance/Supplies, to be reimbursed based on actual costs, not to exceed \$34,000.00 annually. COUNTY shall promptly review and pay invoices within thirty (30) days of approval and acceptance by COUNTY.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by AMENDMENT #1, AMENDMENT #2, AMENDMENT #3, or this AMENDMENT #5 shall remain unmodified and in full force and effect. This AMENDMENT #5 supersedes the payment distributions as outlined in AMENDMENT #4.


IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #5 to be duly executed and effective as of the date defined above.

**SIGNATURES**

**CONTRACTOR: Karma Box Project**

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



Title: Executive Director 

Date: 8-2-23

COUNTY: Washoe County, NV

**Mark Stewart**  
Digitally signed by Mark Stewart  
Date: 2023.08.08 09:19:48  
-07'00'

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

Title: Purchasing and Contracts Manager

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