

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR SERVICES**

This Agreement is made by and between Washoe County, a political subdivision of the State of Nevada, (hereinafter "County"), and Kling Consulting, (hereinafter "Contractor").

**1. SERVICES TO BE PERFORMED**

Contractor agrees to perform the following services for County:

Facilitate integration of Adult and Senior Services by working with the Transition Team to:

1. Establish structure for accomplishing integration
2. Establish detailed steps and timelines for the successful completion of the integration
3. Facilitate meetings by developing materials such as agendas, minutes, research as needed and other duties as requested
4. Assist as requested in the four areas identified for integration: 1) overall department structure; 2) integration of administrative and support staff; 3) co-location of staff and/or cross training; and 4) creating a continuum of services for clients
5. A formal report with all decisions, timelines, and outcomes will be submitted within one month of the conclusion of the contract

Contractor shall begin performance of services as provided herein on February 20, 2009, and shall complete all services no later than September 30, 2009, unless this Agreement is terminated sooner in accordance with its terms.

**2. PAYMENT**

In consideration of the services to be performed by Contractor, County agrees to pay Contractor the total sum of up to \$9360. Such payment will be made in accordance with the following schedule: Kling Consulting will submit a detailed time log for reimbursement on a monthly basis to Washoe County Senior Services.

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

**3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION**

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

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. 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.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contact personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's City of Reno's business license is # 111112. Contractor must provide Federal Tax or Social Security Number on required Form W-9. OR Contractor is not licensed as Contractor and is exempt because NA.
- k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.
- l. That Contractor 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.

4. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

County shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall procure and maintain general liability coverage in an amount of not less than \$ N/A and auto liability coverage in an amount of not less than \$100,000/300,000 to cover Contractor's activities with respect to services provided pursuant to this Agreement.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

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

7. BACKGROUND INVESTIGATION

If required by County, Contractor agrees to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any cost associated with the background investigation will be paid by Contractor. Notwithstanding the provisions of paragraph 8 below, the discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

9. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.
- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

**CONTRACTOR**

**WASHOE COUNTY**

Name: Kling Consulting

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Address: 6314 Windy meadow Dr.

Reno, Nevada 89519

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**WASHOE COUNTY**

**Screening to Determine Potential Status  
 as Employee or Independent Contractor**

It is the responsibility of the appointing authority to evaluate the nature of services and terms negotiated in order to recommend "independent contractor" status. To assist in determining the appropriate status (employee or independent contractor), answer each question by checking either "yes" or "no".

	<u>Yes</u>	<u>No</u>
1. Does Washoe County have the right to require control of when, where, and how the individual is to work or provide training to the individual?	_____	X _____
2. Does Washoe County furnish the worker's space, equipment, tools, supplies, or travel expenses?	_____	X _____
3. Are any of the workers who assist this individual in the performance of his/her duties employees of Washoe County?	_____	X _____
4. Does the arrangement with this individual contemplate continuing or recurring work, even if the services are seasonal, part-time, or of short duration?	_____	X _____
5. Will Washoe County incur an employment liability if the individual is terminated for failure to perform?	_____	X _____
6. Is the individual restricted from offering his/her services to the general public while engaged in this work relationship with the County?	_____	X _____

If any of the answers to the questions above are "yes", then the services must be provided by an EMPLOYEE hired through normal personnel/payroll procedures.

\_\_\_\_\_  
 Signature of Department Head \_\_\_\_\_  
Date

\_\_\_\_\_  
 Signature of Human Resources Department \_\_\_\_\_  
Date

**Once this form is completed, it must be forwarded to the Comptroller's Office before payment can be made.**