



# WASHOE COUNTY

Integrity Communication Service  
[www.washoecounty.us](http://www.washoecounty.us)

CM/ACM JS  
Finance LC/CH  
DA KM  
Risk Mgt DE  
HR NA  
Other NA

## STAFF REPORT BOARD MEETING DATE: April 11, 2017

**DATE:** Wednesday, March 29, 2017

**TO:** Board of County Commissioners

**FROM:** Pete Petzing, Captain, Detention Bureau, Operations  
(775) 328-2893, [ppetzing@washoecounty.us](mailto:ppetzing@washoecounty.us)

**THROUGH:** Sheriff Chuck Allen  1232

**SUBJECT:** Approve the Independent Contractor Agreement for Services between Martin-Ross Security Services and Washoe County Sheriff's Office to provide inmate transport to hospital and guard services for an estimated 6-month cost of [\$20,000.00] for the retroactive period of January 25, 2017 to June 30, 2017, and if approved, authorize Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

### SUMMARY

The Washoe County Sheriff's Office Detention Bureau entered into a service agreement with Martin-Ross Security Services to provide transport and guard services for minimum-to medium-risk classified inmates who require overnight/extended medical treatment in a hospital setting. Reason for retroactive submittal: Item was submitted to the next available BCC meeting after review of purchasing and legal was conducted, and submittal to BCC was recommended.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

None.

### BACKGROUND

Last year, WCSO incurred 9131.52 overtime hours from the transport and guard duty of hospitalized inmates, costing the County \$404,811.25 in payroll expenses. Martin-Ross agreed to provide this service to WCSO for \$32.50 per hour, per officer, and transport services at the rate of \$1.78 per mile.

In addition, when a deputy is sent to the hospital on guard duty, a back-fill situation is often created to fill the vacancy within the Detention Facility. Factoring a straight time wage of \$28.69 dollars per hour and the 6% shift incentive (\$30.42) for the hours of 1900 through 0700 hours, this office may be forced to spend an additional estimated

**AGENDA ITEM #** 5.E

\$134,948.13 to fill the vacancy. In total, this office may have to spend as much as \$539,759.38 to provide transport and guard duty to hospitalized inmates.

The Service Agreement will result in a savings to the County and reduce the workload stress on commissioned staff.

### **FISCAL IMPACT**

Utilizing Martin-Ross Security Services for the same number of guard hours of 9,131.52, with a guard rate of \$32.50 per hour, this office would potentially spend only \$296,774.40 for a year (or \$148,387.20 for six months). The potential savings to the County is an estimated \$242,984.98 (or \$121,492.49 for six months). The Sheriff's Office will fund the contractual expense with existing budget authority.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Independent Contractor Agreement for Services between Martin-Ross Security Services and Washoe County Sheriff's Office to provide inmate transport to hospital and guard services for an estimated 6-month cost of [\$20,000.00] for the retroactive period of January 25, 2017 to June 30, 2017, and if approved, authorize Comptroller's Office to make the necessary budget amendments.

### **POSSIBLE MOTION**

Should the board agree with staff's recommendation, a possible motion would be: Move to approve the Independent Contractor Agreement for Services between Martin-Ross Security Services and Washoe County Sheriff's Office to provide inmate transport to hospital and guard services for an estimated 6-month cost of [\$20,000.00] for the retroactive period of January 25, 2017 to June 30, 2017, and if approved, authorize Comptroller's Office to make the necessary budget amendments.

Originating Department SheriffDepartment Contact Pete Petzing

HR (Jeffers)\_\_\_ (1)  
 DA (Kandaras)\_\_\_ (2)  
 CM/ACM\_\_\_ (3)  
 Risk (Ertell)\_\_\_ (4)  
 Purchasing (Lever)\_\_\_ (5)

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

This Agreement is made by and between Washoe County, a political subdivision of the State of Nevada, (County), and Martin-Ross Investigation and Security Services, (Contractor).

**1. SERVICES TO BE PERFORMED**

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

B. Completion. Contractor shall commence work immediately upon receipt of written notice to proceed from the County and complete all phases of the Scope of Work with skill and care and in a timely manner. The parties anticipate that all work pursuant to this Agreement shall be completed no later than 06/30/2017, unless this Agreement is terminated sooner in accordance with its terms.

**2. PAYMENT**

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

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

**3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION**

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

A. Contractor has the sole right to control and direct the details and methods by which the services required by this Agreement are performed, including the hours of work.

B. Neither Contractor nor Contractor's staff shall receive any training from County in the skills necessary to perform the services required by this Agreement.

- C. Contractor has the right to perform services for others during the term of this Agreement. County shall not require Contractor to devote full time to performing the services required by this Agreement.
- D. Contractor has the right to hire assistants and subcontractors to provide the services required by this Agreement. County shall not hire, supervise or pay any staff to assist Contractor.
- E. Contractor will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in Exhibit B, Contractor is responsible for all expenses without reimbursement.
- F. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- G. Neither Contractor nor any sub-contractors are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, medical, dental, or other personal insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
- H. Contractor agrees to provide County with a copy of contractor's business license, or with a copy of the notice of exemption from the Nevada Secretary of State. Contractor must also provide County with the Employer Identification Number (EIN) issued to the business by the Internal Revenue Service on the required Form W-9. The County will not accept a social security number in lieu of an EIN.
- I. Contractor is solely responsible for federal taxes and social security payments applicable to money received for services provided. Contractor understands that the County complies with the requirements of the Internal Revenue Service for the reporting of miscellaneous income on Form 1099-MISC, and that amounts paid to Contractor will be reported to the IRS accordingly.
- J. Contractor agrees to provide County with certificates of insurance as listed in the Indemnification and Insurance provisions attached as Exhibit "C" to this Agreement and incorporated by reference.
- K. Contractor understands and agrees that the Employees' Retirement System of the State of Nevada (PERS), NRS Chapter 286, and PERS official policies limit or prohibit PERS retirees' ability to receive compensation for work performed for public employers such as Washoe County. PERS official policies require that County notify PERS of retirees who accept employment or an independent contract. If Contractor is a PERS retiree, it is Contractor's responsibility to seek advice from PERS and/or independent legal counsel regarding earnings restrictions. Contractor agrees that County shall not be liable for PERS benefits of any kind which may be lost or forfeited as a result of work performed by Contractor pursuant to this Agreement.  
Contractor is / is not (circle correct response) currently a retired member of the PERS \_\_\_\_ (initials 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)

4. INDEMNIFICATION AND INSURANCE

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

5. OWNERSHIP OF PRODUCTS/DOCUMENTS

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

6. BACKGROUND INVESTIGATION

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

7. TERMINATION OF AGREEMENT

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

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.

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

8. MISCELLANEOUS PROVISIONS

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

B. Funding Out Clause. In the event that the County fails to obligate requisite funds for the ensuing year(s) for payment of the amount against this Agreement, necessitating cancellation of the Agreement, the Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

C. Compliance with Laws. Contractor agrees to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. Contractor shall comply with all federal, state and local laws requiring business

permits, certificates and licenses required to carry out the services to be performed under this Agreement.

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

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

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

County:

Pete Petzing

Contact: \_\_\_\_\_  
Email: ppetzing@washoecounty.nv

Facsimile: (775) 328-6308


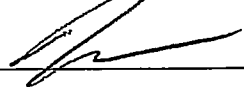
Contractor:

Contact: Jason Norris  
Email: jnorris@craner.com

Facsimile: 775-336-4441

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

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

<b>Contractor</b>	<b>Washoe County</b>
By: 	By: 
Dated: <u>3/23/17</u>	Dated: <u>3/23/17</u>
Name: <u>Jason Norris</u>	Name: <u>Frank Schumann</u>
Address: <u>350 S. Rock Blvd Ste 200</u>	Address: <u>911 Parr Blvd</u>
<u>Reno, NV 89502</u>	<u>Reno, NV 89512</u>
Email: <u>jnorris@mranev.com</u>	Email: <u>fschumann@washoecounty.us</u>
Fax: <u>775-336-4441</u>	Fax: <u>(775) 328-6308</u>

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

MARTIN-ROSS & ASSOCIATES, LLC 775.336.4440  
 Business Name (Include any name doing business as) 350 S. ROCK BLVD #200 Type of Business RENO Business Telephone Number 89502  
76-0745000 City RENO State NV Zip Code  
 Federal Identification No. JASON PATTERSON, PRESIDENT Social Security No. Contractor's Board License No. 775-336-4440  
 Name of Principal Owner (Please Print) 6505 Montreux Ln City RENO Principal Owner's Telephone No. 89511  
 Principal Owner's Address RENO State NV Zip Code

Identified as: (Complete one section only)

That the above identified business has obtained industrial workers' compensation insurance as required by Chapter 616A to D, inclusive, of the Nevada Revised Statutes (NRS):  
6-30-16 - 6-30-17 Account Number 51GL0016850161  
 Effective Date of Coverage

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

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

Effective Date

Certificate Number

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

Name of Applicant (Please Print) Jason Patterson Applicant's Telephone No. 775.336.4440  
6505 Montreux Ln City RENO State NV Zip Code 89511  
 Applicant's Residence Address

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

DATED this 23<sup>rd</sup> day of March, 2017.

[Signature]  
 Signature of Applicant (To be signed in the presence of the business license office employee)

President  
 Applicant's Title

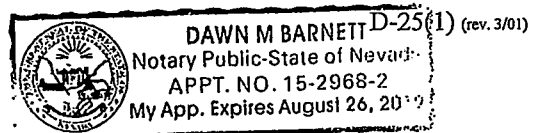
Witness Signature - (Business License Office Employee)

Name of City or County

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

SUBSCRIBED and SWORN to before me on this 23<sup>rd</sup> day of March, 2017.

[Signature]  
 NOTARY PUBLIC







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services, Inc. 300 East 2nd Street Suite 1300 Reno NV 89501	CONTACT NAME: Shannon Moseley
	PHONE (A/C, No, Ext): (775) 996-6000 FAX (A/C, No): (775) 473-9288
	E-MAIL ADDRESS: shannon.moseley@lpins.net
	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: Everest Indemnity Insurance Co. 10851
	INSURER B: Imperium Insurance Company 35408
	INSURER C: Everest National Insurance Co 10120
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1681254406 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			51GL006850161	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1LR180048502	8/18/2016	8/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			51E0001038161	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5300002807161	6/30/2016	6/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			53GL006850161	06/30/2016	06/30/2017	Per Occurrence 1,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 When Named Insured's operations are performed for Washoe County Sheriff's Office pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status is determined by attached GL Form ECG20596 04/12, Auto Form CA2048B 10/13; Waiver of Subrogation Status is determined by GL Form ECG24522 04/02, Auto Form CA0444 10/13, Workers Compensation Form WC000313; Primary and Non-Contributory Status is determined by GL Form EC24520 08/05.

<b>CERTIFICATE HOLDER</b> shardy@washoecounty.us Washoe County Sheriff's Office 911 E. Parr Blvd. Reno, NV 89512	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Shannon Moseley/DERA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for an additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional Insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
  2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
    - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

51GL006850161

COMMERCIAL GENERAL LIABILITY  
ECG 24 522 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:  
BLANKET WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence." This waiver applies only to the person or organization shown in the Schedule above.

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Martin- Ross and Associates</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=G corporation, S=S corporation, P=partnership) ▶ <u>P</u> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>350 S Rock Blvd Suite 200</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Reno NV 89502</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									
7	6	-	0	7	4	5	0	0	0

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date ▶ <u>1-1-2017</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## *INSTRUCTIONS*

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

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

Definitions for Purposes of this Affirmation:

"Applicant" is the person executing this document.

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

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

A Type of Business@ means the nature of business . . .

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

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

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

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

**INDEPENDENT CONTRACTOR AGREEMENT**

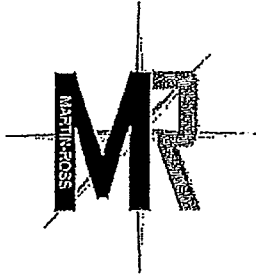
**EXHIBIT A**

**SCOPE OF WORK**

**SERVICES TO BE PERFORMED:**

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

*See attached Scope of work*



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## Armed Security Service Agreement

Account No. 17-

Client: Washoe County Sheriff's Office

### 1. SCOPE:

- a. Martin-Ross will provide One or Two (1-2) Armed Officer(s) to perform on-site security at local area medical facilities to guard detainees on an as-need basis determined by Client. Dates and hours of service will vary depending on Client's needs and will need to be expressed in writing per assignment. Each assignment will require billing for a minimum of four (4) hours at an hourly rate of \$32.50 per officer. Security Officers are to observe, report, deter any unlawful activity, keep the peace, notify Client and local law enforcement of any suspicious or criminal act.
- b. Martin-Ross will provide prisoner transport on an as-need basis determined by Client. This service required two (2) armed officers. Dates and hours of service will vary depending on Client's needs and will need to be expressed in writing per assignment. Each assignment will require billing for a minimum of four (4) hours at an hourly rate of \$32.50 per officer and mileage to and from Martin-Ross office based on a rate of \$1.78 per mile.

### 2. BILLING:

- a. Payment for services is due within 30 days of invoice. Invoices shall be sent directly to Shannon Hardy shardy@washoecounty.us to 911 E. Parr Blvd. Reno, NV 89512.
- b. This agreement is entered on this 25<sup>th</sup> day of January, 2017 by and between Martin-Ross and Associates and the Washoe County Sheriff's Office, hereinafter referred to as "Client."  
The agreement shall be in effect until June 30, 2017

350 South Rock Blvd. Suite 200 Reno, NV 89502  
Phone 775.336.4440 Fax 775.336.4441  
PILB# 1245 1245A 1245B  
2013 - 2014



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- c. Martin-Ross observes the following holidays and will bill client accordingly for these days based on a rate of \$48.75 an hour: Martin Luther King Day, Veterans Day, Nevada Day, Thanksgiving Day and the Friday after, Labor Day, Memorial Day, Independence Day, Christmas Day, and New Year's Day.

Billing Amount: \$ TBD <sup>or</sup> as needed

By: al

### 3. HOLD HARMLESS AGREEMENT

- a. *Client shall indemnify, defend, and hold harmless Martin-Ross & Associates from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Client or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.*
- b. *Martin-Ross & Associates shall indemnify, defend and hold harmless Client, its officers, employees, and agents from and against any and all liabilities, claims, losses, damages to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Martin-Ross & Associates or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract. Furthermore, Martin-Ross & Associates agrees to indemnify, defend and hold harmless Client for any acts of negligence, failure to perform duties as outlined in the background of this contract and/or failure to act within the laws governing the United States and the State of Nevada by Martin-Ross & Associates or any of its officers or employees or agents, which may arise out of the performance of this contract.*

### 4. LIABILITY:

350 South Rock Blvd. Suite 200 Reno, NV 89502  
Phone 775.336.4440 Fax 775.336.4441  
PILB# 1245 1245A 1245B  
2013 - 2014





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- a. *Martin-Ross & Associates and Client agree that Martin-Ross & Associates is not an insurer and that the fees being paid to Martin-Ross & Associates for services are not necessarily related to the value of personal or real property being protected. Martin-Ross & Associates fees are insufficient to guarantee that loss will not occur or that the services supplied by Martin-Ross & Associates will avert or prevent losses, claims or cause of action against Client.*
- b. *Martin-Ross & Associates and Client agree that Martin-Ross & Associates will not be liable or responsible for the theft, damage or loss of Client property not directly attributed to theft, damage, or loss by Martin-Ross & Associates employees.*
5. **TERMINATION:**

- a. *This Agreement shall continue for the period defined under Scope or until terminated at the end of any month by Client or Martin-Ross and Associates upon not less than ten days' prior written notice to the other.*

IN WITNESS WHEREFOR, the parties hereto have executed this Agreement the day and year first above written.

Client Representative(s):

1. By: FRANK SCHWANN, CHIEF DEPUTY  
Print Name & Title

By:  Date: 1-30-17  
Signature

350 South Rock Blvd. Suite 200 Reno, NV 89502  
Phone 775.336.4440 Fax 775.336.4441  
PILB# 1245 1245A 1245B  
2013 - 2014

Client Initials \_\_\_\_\_



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INVESTIGATION & SECURITY SERVICES  
www.mranev.com

Martin-Ross & Associates Representative(s):

By: [Signature] Date: 1-30-17

Name: Jason Norris

Title: Account Executive

By: [Signature] Date: 01/20/17

Name: MICHAEL UTRESON

Title: DIRECTOR

350 South Rock Blvd. Suite 200 Reno, NV 89502  
Phone 775.336.4440 Fax 775.336.4441  
PILB# 1245 1245A 1245B  
2013 - 2014

Client Initials/Initials \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
**EXHIBIT B**  
**PAYMENT**

**PAYMENT:**

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

Check all that apply:

- County agrees to pay Contractor the total sum of \$\_\_\_\_\_. Such payment will be made in accordance with the following schedule:
- County shall pay Contractor on a time and expense basis for all the work performed. The hourly rate shall be \$32.50/hr. + 1.78/mile.
- Except as otherwise mutually agreed to by the parties the payments made to Contractor shall not exceed \$\_\_\_\_\_.
- Contractor shall submit invoices for work performed \_\_\_\_\_ (state when invoices are due, example on the 15<sup>th</sup> of each month). The County shall review such invoices and, if they are considered incorrect or untimely, the County shall review the matter with Contractor within \_\_\_\_ days from receipt of the Contractor's bill.
- In addition the payment for services, the County shall pay the following:

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

**INDEPENDENT CONTRACTOR AGREEMENT**  
**EXHIBIT C**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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

1. **INDEMNIFICATION**

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

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

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

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

1.1.4 any failure by Contractor to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement.

except to the extent that County negligently or intentionally caused those Indemnifiable Losses.

1.2 In this Agreement, the following definitions apply:

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

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

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

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

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

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

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

1.4 Damages not to Exceed Contract Amount. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

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

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

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

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

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

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

## 2. INSURANCE

### 2.1 Contractor's Insurance – General Requirements.

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

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

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

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

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

2.2 Specific Insurance Requirements. Contractor agrees to maintain insurance:

2.2.1 Industrial Insurance: There shall be no Industrial Insurance coverage provided by County for Contractor or any of its Sub-contractors. Contractor is responsible for providing insurance and agrees to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210 as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement.

1.2.1.1 The Industrial Insurance requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

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

The Industrial Insurance requirement is waived by Risk Management \_\_\_\_\_ (initials)

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

2.2.2.1 If insurance with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

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

The General Liability Insurance requirement is waived by Risk Management \_\_\_\_\_ (initials)

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

The Automobile Insurance requirement is waived by Risk Management \_\_\_\_\_ (initials)

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

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

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

The Errors and Omissions Insurance requirement is waived by Risk Management \_\_\_\_\_ (initials)

2.3. Requirements applicable to all insurance policies.

2.3.1 Every policy required above shall be primary insurance.

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

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

2.4 Verification of Coverage. Contractor shall provide County with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. County reserves the right to review all required insurance policies at any time.

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

2.5.1 Order Contractor to stop work, and/or

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

2.5.3 Terminate the Agreement.

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

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

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

2.6.3 Washoe County is authorized as a Self-Insured Employer for Workers' Compensation by the Nevada Commissioner of Insurance, certificate number 36.