

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name BROOK ADIE**

**Department: COMMUNITY SERVICES**



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other** specify: \_\_\_\_\_

FILED

NO. 2022, 230

10/4/22

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

AGREEMENT FOR CONSULTING SERVICES  
BETWEEN

IMPACT EVALUATION & ASSESSMENT SERVICES BY gd DEPUTY

AND

DOUGLAS COUNTY, NEVADA

This AGREEMENT is entered into this 1<sup>st</sup> day of October, 2022, between Margo Teague, dba Impact Evaluation & Assessment Services, a sole proprietor, ("IMPACT") and Douglas County, NV ("DOUGLAS COUNTY").

RECITALS

This AGREEMENT is predicated on the following facts:

- A. DOUGLAS COUNTY requires assistance in the completion of a needs assessment pertaining to SB 390 opioid settlement funds. Tasks are more specifically described in the SCOPE OF WORK attached hereto.
- B. IMPACT is qualified to provide these services and is willing to provide them according to the terms of this AGREEMENT.

NOW THEREFORE the parties agree as follows:

1. Duties of IMPACT and DOUGLAS COUNTY

- a. IMPACT and DOUGLAS COUNTY agree to perform services as outlined in the section SCOPE OF WORK attached and incorporated as Exhibit A. IMPACT agrees to perform these services diligently in accordance with the standards of its profession and to DOUGLAS COUNTY's satisfaction. Exhibit A is incorporated herein by reference.
- b. In addition to the services described above, the parties may from time to time agree in writing that IMPACT shall perform such additional services as may be mutually agreed to for additional compensation.
- c. Services provided by IMPACT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. IMPACT shall be responsible for the professional quality and technical accuracy of all services furnished by IMPACT.

## 2. Time of Performance

The services of IMPACT are to begin on September 1, 2022, and tasks will be completed by November 18, 2022, unless terminated earlier by either party, taking into account deadlines expressed by DOUGLAS COUNTY and existing obligations of IMPACT as well as situations over which each party has no control.

## 3. Compensation

DOUGLAS COUNTY agrees to pay IMPACT \$4,300, which includes all expenses, including one travel day between Reno, NV, and Gardnerville, NV.

Invoicing and Payment Schedule: It is understood that IMPACT will submit an invoice upon delivery of the first draft of the written report and DOUGLAS COUNTY will issue payment within 30 days of receipt.

Postage, Copying, and Print Production Expenses: Included in quoted rate.

The parties shall agree in writing to any changes in compensation due to changes in IMPACT's services under Section 1(a) of this AGREEMENT.

## 4. IMPACT's Status – Independent Contractor

The parties agree that IMPACT is an independent contractor and this AGREEMENT is entered into in conformance with the provisions of NRS Chapter 332. The parties agree that IMPACT is not an employee of DOUGLAS COUNTY and there shall be no:

- a. Withholding of income taxes by DOUGLAS COUNTY;
- b. Industrial insurance provided by DOUGLAS COUNTY;
- c. Participation in Team insurance plans which may be available to employees of DOUGLAS COUNTY;
- d. Participation or contributions by either the independent contractor or DOUGLAS COUNTY to any public employees' retirement system;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by DOUGLAS COUNTY if the requirements of NRS 612.085 are met.

Further, it is agreed that IMPACT is solely responsible for its acts. Neither IMPACT nor its agents, servants, and employees are DOUGLAS COUNTY's agents, employees, or representatives for any purpose.

#### **5. Conflict of Interest**

IMPACT understands that its professional responsibility is solely to DOUGLAS COUNTY. IMPACT warrants that it presently has no interest and will not during the pendency of this AGREEMENT acquire any direct or indirect interest that would conflict with its performance of this AGREEMENT. IMPACT shall not employ a person having such a conflicting interest in the performance of this AGREEMENT.

DOUGLAS COUNTY is aware that IMPACT has worked in various capacities with substance abuse prevention coalitions and counties throughout the State of Nevada.

#### **6. Ownership of Work**

All documents furnished to IMPACT by DOUGLAS COUNTY and all reports or work products described in Exhibit A prepared by IMPACT under this AGREEMENT are DOUGLAS COUNTY's property and shall be given to DOUGLAS COUNTY at the completion of IMPACT's services or within ten (10) days of any written request by DOUGLAS COUNTY.

#### **7. Record Keeping and Audit Requirements**

Record keeping and audit requirements: It is understood that record keeping and audit requirements can be met primarily through electronic media, with print requirements met upon request.

#### **8. Assignment and Subcontracts**

IMPACT's services are considered unique and personal. IMPACT will not assign or transfer this interest or obligation under this AGREEMENT without DOUGLAS COUNTY's written consent. IMPACT shall not subcontract its duties under this AGREEMENT without DOUGLAS COUNTY's written consent. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

#### **9. Insurance**

IMPACT, at its own expense, shall maintain for the duration of this AGREEMENT, general liability insurance, with each subsequent renewal having a retroactive date which predates the date of this agreement, in the amount of not less than \$1,000,000. As

evidence of such insurance, DOUGLAS COUNTY will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business within the State of Nevada with an A.M. Best Rating of A-Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder. IMPACT is not required to maintain Workers' Compensation in the State of Nevada.

All insurance shall cover IMPACT, its agents, representatives, employees and subcontractors in connection with the performance of this AGREEMENT. IMPACT will provide proof of insurance to DOUGLAS COUNTY within thirty (30) days of signing this AGREEMENT.

**10. Indemnification and Limited Liability**

DOUGLAS COUNTY shall defend, indemnify and hold IMPACT harmless from all claims, damages, costs or expenses that may arise as a consequence of DOUGLAS COUNTY's action or inaction on IMPACT's recommendations and findings in connection with the performance of this AGREEMENT. DOUGLAS COUNTY does not waive any of its defenses or limitations on liability as allowed by NRS Chapter 41 or any other applicable laws.

To the fullest extent permitted by law, IMPACT shall defend, indemnify and hold harmless the DOUGLAS COUNTY and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of IMPACT or the employees or agents of IMPACT in the performance of this AGREEMENT.

**11. Equal Employment Opportunity**

IMPACT is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

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**12. Notices**

Any notice given under this AGREEMENT shall be in writing and deemed given when personally delivered or delivered by the U.S. Postal Service as Certified Mail or Registered Mail addressed to the parties as follows:

**Douglas County**  
Brook Adie, Assist. Dir. Community Services  
PO Box 218  
Minden, NV 89423

**Impact Evaluation & Assessment Services**  
Margo Teague, Owner  
PO Box 34341  
Reno, NV 898533

**13. Litigation**

The parties agree that performance of this AGREEMENT shall be governed by the laws of the State of Nevada and any litigation under this AGREEMENT shall be brought in that state. If either party brings an action to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

**15. Waivers**

Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver or waiver of subsequent breach of the same or any other provision of this AGREEMENT.

**16. Modification**

No waiver, modification, or termination of this AGREEMENT is valid unless made in writing and signed by both parties.

**17. Severability**

If any term of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.

**18. Termination**

At any time and without cause, either party may terminate this AGREEMENT by giving thirty (30) calendar days written notice. In the event of termination without cause, DOUGLAS COUNTY shall pay IMPACT for services rendered to date of termination, and IMPACT shall deliver any work product to DOUGLAS COUNTY upon termination, whether complete or incomplete.

**19. Taxes**

IMPACT shall pay any and all Federal, State and local taxes, charges, fees or contributions required by law to be paid with respect to IMPACT's performance of this AGREEMENT (including, without limitation, unemployment insurance, social security and income taxes).

**20. No Third-Party Beneficiaries**

Nothing in this AGREEMENT, express or implied, is intended to or shall confer upon any other person, any right, benefit or remedy of any nature whatsoever under or by reason of this AGREEMENT.

**21. Contradictory Provisions**

If any provisions of this AGREEMENT conflict with the terms set forth in the SCOPE OF WORK, then the terms set forth in this AGREEMENT shall govern.

**22. Counterparts**

This AGREEMENT may be executed in one duplicate originals or counterparts for each party hereto and is binding on a party only when all parties have signed and received a duplicate original.

**23. Due Authorization**

Each party represents that all required authorizations have been obtained to execute this AGREEMENT and for the compliance with each and every term hereof. Each person signing this AGREEMENT warrants and represents to the other party that he or she has actual authority to execute this AGREEMENT on behalf of the party for whom he or she is signing. A facsimile signature on this AGREEMENT shall be treated for all purposes as an original signature.

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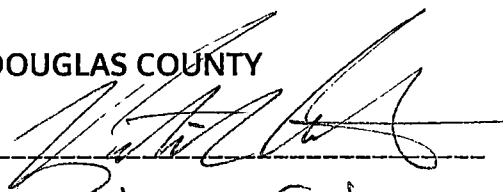
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**24. Entire Agreement**

This AGREEMENT and its Exhibit(s) set forth the entire understanding between the parties. Changes and amendments shall be made in writing and signed by the parties.

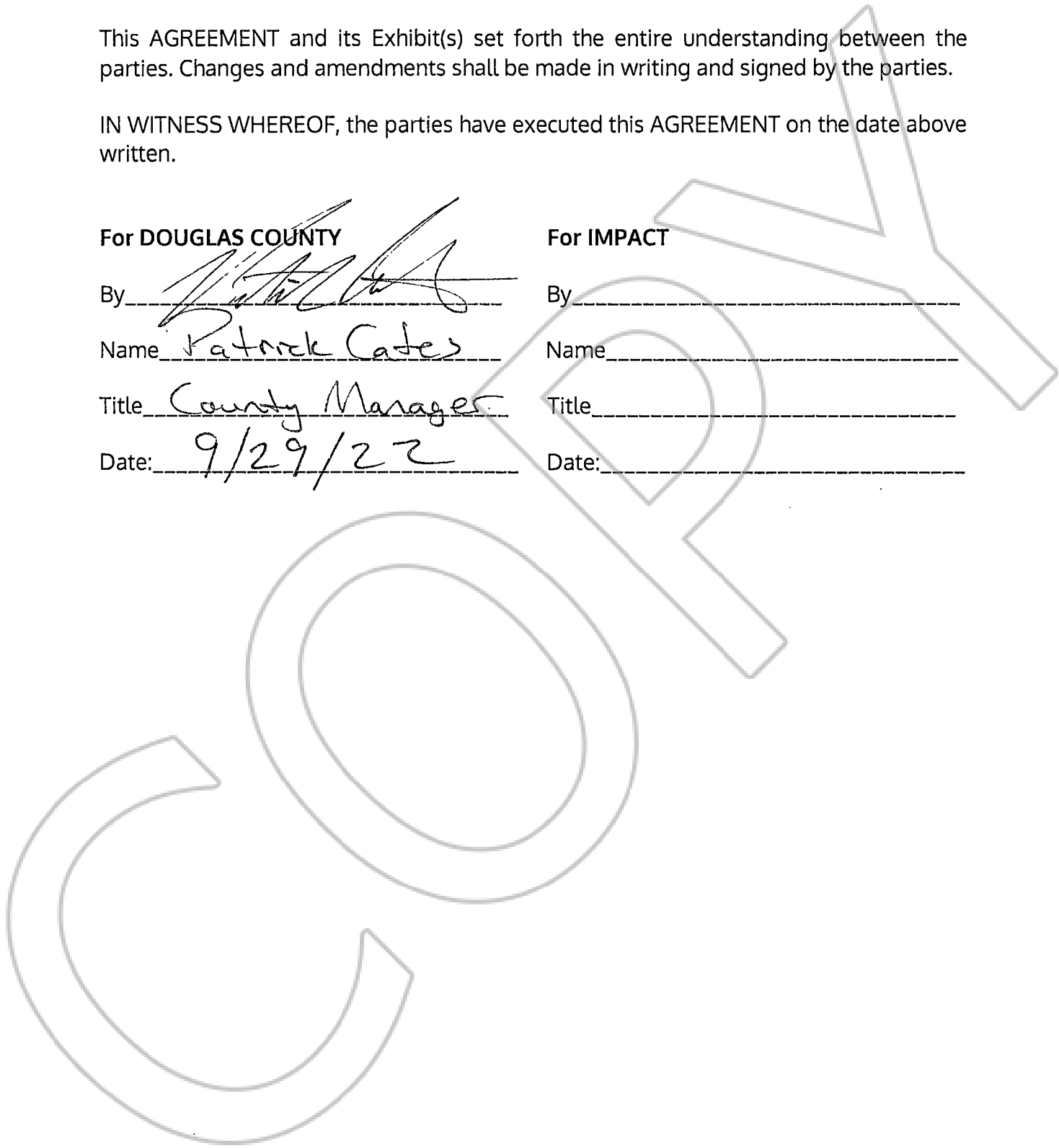
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date above written.

**For DOUGLAS COUNTY**

By   
Name Patrick Cates  
Title County Manager  
Date: 9/29/22

**For IMPACT**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_





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IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date above written.

For DOUGLAS COUNTY

By

Name

Title

Date:

*[Signature]*  
Patrick Cates  
County Manager  
9/29/22

For IMPACT

By

Name

Title

Date:

*[Signature]*  
Margo Teague  
Owner  
10-1-22

**EXHIBIT A**

<b>Tasks of Impact</b>
Provide guidance and suggestions regarding any additional data indicators to be included in Needs Assessment
Compile findings from draft Needs Assessment, Opioid Settlement meeting notes, and the Resilient 8 Reporting to find commonalities and priorities for consideration
Facilitate one or two focus group(s) (of 7-10 people each) representing the 8 categories (i.e., community agencies) identified by SB390 to review qualitative and quantitative data gathered by Brook with the goals of 1) confirming the accuracy and scope of data and, 2) prioritizing needs
Provide findings from focus group(s) to Brook for inclusion in Needs Assessment
Proofread and provide suggestions for Brook's final draft of the Needs Assessment
<b>Tasks of Douglas County</b>
Assist in scheduling and inviting participants to focus group (s)
Provide Impact with necessary background information
Maintain consistent, positive communication with Impact regarding progress, goals, scheduling, changes to approach, and timeframes

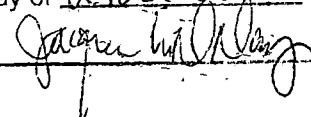
Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

4<sup>th</sup> day of October, 2022

By  Deputy