

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name** Rick Robillard

**Department:** Public Works



00161965202209913990170172

KAREN ELLISON, RECORDER

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

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

NO. 2022, 252  
11/4/22  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV

*[Signature]*  
DEPUTY

**CONTRACT FOR PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

***LANCASTER SAFETY CONSULTING, INC.***

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and ***Lancaster Safety Consulting, Inc, a Pennsylvania Corporation (3299480)*** ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

**WHEREAS**, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Unless earlier terminated as set forth in this Contract, the term of this contract is for a period of one year ("Initial Term") and it shall automatically renew for four (4) additional one-year periods ("Renewal Periods"). Time is of the essence in this Contract.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- 1) Withholding of income taxes by the County;
- 2) Industrial insurance coverage provided by the County;
- 3) Participation in group insurance plans which may be available to employees of the County;

- 4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- 5) Accumulation of vacation leave or sick leave;
- 6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- 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.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, 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 contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

*Lancaster Safety Consulting, Inc.. has entered into a contract with Douglas County to perform services through approximately November 2027*

*and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*

*The certificate and notice should be mailed to:*

*Douglas County  
Rick Robillard, Public Works  
ATTN: Deputy Director  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions and provisions

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to: Development of a Safety Program and ongoing annual education and training. The Materials and Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total cost not to exceed \$25,928, which assumes a five-year service period. The payments will be divided and due as follows: (1) For the Initial Period, a payment of Seven Thousand One Hundred and Twenty-Eight Dollars (\$7,128), which is payable 50% upon the Effective Date and 50% upon the completion and delivery of services and products identified under "LSCI Services Year One" in Exhibit A; (2) For each Renewal Period, a payments of Four Thousand Seven Hundred Dollars (\$4,700), which is payable in advance of the respective Renewal Period upon the anniversary date of the contract. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services

performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. WARRANTY.** Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: This term shall not be construed as a limitation on any other remedies that might be available to the County. The services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.

**7. TERMINATION OF CONTRACT.** Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination. At any time after the Initial Term, the County may terminate this contract without cause by giving notice of its intent to not renew. Such notice must be given at least 30 days prior to the anniversary date of the Effective Date and will have the effect of terminating the contract upon the anniversary date and extinguishing all future renewal periods and associated payment obligations by the County. The County understands that it is receiving a discount in exchange for agreeing to an extended 5-year service period. If the County elects not to renew at any time after the Initial Term, then Contractor will be entitled, as its only remedy (despite any language to the contrary in Exhibit A), to a payment of \$2,000.

**8. LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

**9. GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

**10. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**11. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**12. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**13. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**14. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**15. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**16. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination

or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**17. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**18. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**19. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**20. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**21. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**22. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**23. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**24. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

**25. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**26. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

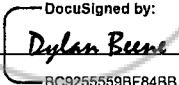
**To County:** Douglas County  
Attn: Deputy Director, Public Works  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** Lancaster Safety Consulting, Inc.  
100 Bradford Road, Suite 100  
Wexford, PA 15090

**27. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF,** the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Lancaster Safety Consulting, Inc.**

By:  10/31/2022  
BC9255559BF84BB...

(Date)

**Douglas County**

By:   
Patrick Cates, County Manager

11/3/22  
(Date)

COPY

**White, Thomas**

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**From:** Dylan Beene <Dylan.Beene@lancastersafety.com>  
**Sent:** Wednesday, August 10, 2022 7:22 AM  
**To:** White, Thomas  
**Subject:** RE: Lancaster Safety Services - Full Service Support  
**Attachments:** Douglas County Public Works - 2022-08-10 - Full Service Agreement.pdf

CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Good Morning Tom,

As per your request, attached is the revised service agreement with the added topics . Just to make sure that the pricing on the agreement is clear, **the first year is \$7,128 and ongoing years are only \$4,700.**

Below I have provided our company qualifications/achievements and I have listed in detail what each year of our services will include:

**LSCI Qualifications/Achievements:**

- LSCI has been certified as a STAR site in OSHA's Voluntary Protection Program (VPP).
  - o VPP is OSHA's most prestigious program in regards to safety excellence and there are less than 2,400 active VPP sites in the entire country.
  - o The following link to OSHA's webpage will tell you all about VPP  
[https://www.osha.gov/dcsp/vpp/all\\_about\\_vpp.html](https://www.osha.gov/dcsp/vpp/all_about_vpp.html)
    - VPP has set LSCI apart from our competitors and helped us protect our Clients to the highest level.
- LSCI is proudly the ONLY consulting company in the entire country with health and safety programs listed in OSHA's VPPPA's best practice directory.
  - o These are the same programs and trainings we will be developing and implementing for your company. Your company can piggyback off of our success from being a VPP site.
  - o The programs we provide are of the highest quality. This will help protect your company moving forward
- LSCI is also the only consulting company in the country with members of our staff who have gone through Special Government Employee Training (SGE).
  - o This has given us the opportunity to work hand and hand with OSHA to learn exactly how they want safety programs written, how they want safety trainings conducted, and also how they identify hazards while at different companies facilities.
  - o The following link to OSHA's webpage lists all active SGE's. If you click the link you can hit (Ctrl F) and search for **Lancaster Safety**. There you will find our employees who are current SGE's
    - [https://www.osha.gov/dcsp/vpp/sge/active\\_sges.html](https://www.osha.gov/dcsp/vpp/sge/active_sges.html)
- LSCI has handled hundreds of OSHA inspections and a benefit of our service is that we represent all of our clients at the informal conference if they are ever cited by OSHA
  - o LSCI is one of the most experienced organizations in the entire country with handling OSHA inspections
- LSCI has Clients nationwide and assisted companies in all 50 states

Note: We discount our rates based on an ongoing relationship. Our standard agreement is written for a 5 year renewal period which is what the attached agreement reflects. If you prefer a shorter term agreement, below I have listed the yearly investment amounts for different length agreements:

<b>5 year renewal:</b>	First Year - \$7,128	Ongoing Years - \$4,700
<b>4 year renewal:</b>	First Year - \$7,899	Ongoing Years - \$4,700
<b>3 year renewal:</b>	First Year - \$8,671	Ongoing Years - \$4,700
<b>2 year renewal:</b>	First Year - \$9,442	Ongoing Years - \$4,700
<b>1 year renewal:</b>	First Year - \$10,214	Ongoing Years - \$4,700
<b>No renewal:</b>	First Year - \$10,985	

### **LSCI Services Year One:**

- LSCI will Develop your written health and safety programs on all of the applicable OSHA standards
  - LSCI will update your programs throughout the year to include any changes with OSHA's requirements and changes with your company
- LSCI will come on site and conduct up to a 5 hour general awareness safety training on your company health and safety programs
  - In return this will cover all of the applicable OSHA standards
- LSCI will conduct one half day (4-6 hours) Confined Space Entry Training
  - The training will be classroom based with a quiz and the use of PowerPoint
- LSCI will provide one complementary New Hire training which can be conducted via GoToMeeting conference call with use of a PowerPoint presentation
  - The New Hire trainings are a great tool to use to train individual new employees when we are not on site
    - Additional New Hire Trainings via GoToMeeting can be scheduled at a rate of \$250 per training
- LSCI hosts monthly webinars where we cover various safety topics to further educate our Clients
- Client will have access to LSCI's Client Portal (below is a link to a brief 2 minute and 50 second video on our website which explains all the benefits of the Client Portal)
  - <https://lancastersafety.com/membership-join/membership-profile/>
  - LSCI will help you implement a safety committee and make suggestions of how you can improve your safety committee throughout the year
  - Safety committees are a great way to get employee involvement in your company safety program
- As a company, LSCI has handled hundreds of OSHA inspections. A benefit of our services is that if your company is cited, LSCI staff represents our clients at OSHA informal conferences to negotiate for them and assist with the abatement process and certification
  - LSCI is one of the most experienced organizations in the entire country with handling inspections
- LSCI provides unlimited phone/email support and research throughout the year.
  - Any questions regarding OSHA compliance or any safety issues/questions, please do not hesitate to contact us
  - LSCI can act as your safety director at a phone call away and a great support to your current safety team

**Initial Investment: \$7,128.00**

### **LSCI Services Ongoing Years:**

- LSCI will update your written health and safety programs throughout the year to include any changes with OSHA's requirements and changes with your company.
- LSCI will come on site and conduct a 5 hour general awareness safety training on your company health and safety programs (Retrain)
  - In return this will cover all of the applicable OSHA standards
- LSCI can conduct Confined Space Entry training for up to a half day (4-6 hours) or conduct a training of your choice
- New Hire Trainings conducted via GoToMeeting conference call can be scheduled at a rate of \$250 per training
  - The New Hire trainings are a great tool to use to train individual new employees when we are not on site
- LSCI hosts monthly webinars where we cover various safety topics to further educate our Clients
- Client will have access to LSCI's Client Portal
- LSCI will make suggestions of how to improve your safety committee throughout the year
- As a company, LSCI has handled hundreds of OSHA inspections. A benefit of our services is that if your company is cited, LSCI staff represents our clients at OSHA informal conferences to negotiate for them and assist with the abatement process and certification
- LSCI provides unlimited phone/email support and research throughout the year.
  - Any questions regarding OSHA compliance or any safety issues/questions, please do not hesitate to contact us
  - LSCI can act as your safety director at a phone call away and a great support to your current safety team

**Ongoing Annual Investment: \$4,700.00**

Please let me know if you have any questions or concerns and I am looking forward to hearing back from you.

Thank you,

**Dylan Beene**  
*OSH Sales Consultant*  
**O: 888-403-6026 ext 126**  
**Call or text: 412-752-6374**

**LSCI**  
[www.lancastersafety.com](http://www.lancastersafety.com)  
 100 Bradford Road, Suite 100  
 Wexford, PA 15090

**From:** White, Thomas <TWhite@douglasnv.us>  
**Sent:** Tuesday, August 9, 2022 5:48 PM  
**To:** Dylan Beene <Dylan.Beene@lancastersafety.com>  
**Subject:** RE: Lancaster Safety Services - Full Service Support

Hello Dylan,

I guess I misunderstood your first proposal

Please make your revised proposal to include year one then years 2-6.

Please also delete any respirator written plan and training boxes.

## Addendum "A"

LSCI shall provide the following services indicated by "✓", or a quantity:

- ✓ OSHA Record Keeping Training ✓ OSHA 300, 301, and 300A forms and analysis
- ✓ Hazard Communication Written Safety Plan ✓ Hazcom training ✓ Labeling system training
- ✓ SDS Log x Quantity \_\_\_ (up to 100 materials)
- \_\_\_ Additional time for 100+ materials: \_\_\_\_\_
- ✓ Control of Hazardous Energy (Lockout/Tagout) Written Safety Plan ✓ Training
- \_\_\_ Individual machine audit & procedures (up to 25 machines) \_\_\_ Additional time for 25+ machines: \_\_\_\_\_
- ✓ Personal Protective Equipment Written Safety Plan ✓ Training ✓ Workplace hazard assessment ✓ Dust mask training
- \_\_\_ Respiratory Written Safety Plan \_\_\_ Training \_\_\_ # of employees to be fit tested (half-mask) \_\_\_ OSHA Medical forms
- \_\_\_ Forklift Written Safety Plan \_\_\_ Training \_\_\_ # of operators to be tested \_\_\_ Wallet cards \_\_\_ Train the trainer program
- ✓ Emergency Action Plan ✓ Emergency action training ✓ Evacuation drill \_\_\_ HAZWOPER (general awareness)
- ✓ Flammable/combustible materials training ✓ Fire extinguisher training (classroom only)
- ✓ Bloodborne Pathogens Written Exposure Control Plan ✓ Training ✓ Written first aid program
- ✓ Confined Space Written Safety Plan ✓ Training
- \_\_\_ Hearing Conservation Written Safety Plan \_\_\_ Training \_\_\_ Workplace spot noise testing (general industry only)
- ✓ Fall Protection Written Safety Plan ✓ Training ✓ Slips, trips, falls safety ✓ Fall arrest training ✓ Walkways/Stairs training
- \_\_\_ Trenching/Excavation Written Safety Plan \_\_\_ Training \_\_\_ # of Competent persons to be trained
- ✓ Crane (Construction/General Industry) Written Safety and Inspection Plan ✓ Training
- ✓ Jobsite Safety & Health Manual 2 # of total copies ✓ Injury and Illness Prevention Program (I2P2)
- \_\_\_ Online New Hire Training \_\_\_ # of trainings (per year)
- ✓ Miscellaneous Training Topics: ✓ Powered hand tools ✓ Electrical safety ✓ Heat stress safety
- \_\_\_ Laser safety \_\_\_ Machine guarding training ✓ Hot work safety/Welding safety ✓ Ladder safety \_\_\_ Scaffold training
- \_\_\_ Silica safety/awareness \_\_\_ Combustible dust \_\_\_ Aerial lift safety \_\_\_ Ergonomics
- \_\_\_ Other specialty topic(s) \_\_\_\_\_
- \_\_\_ Facility Inspection \_\_\_ Jobsite Inspection Quantity/Frequency(time permitting): \_\_\_\_\_
- ✓ Remote assistance with formalization of a workplace safety committee
- ✓ Remote "Abatement Assistance" - If Client is cited by OSHA, LSCI shall offer expertise and assistance with the abatement and informal conference process.
- \_\_\_ ISNetWorld Assistance \_\_\_ Other Prequalification Service(s): \_\_\_\_\_
- ✓ Toll-free telephone and email support during business hours (M-F 8:30am-5pm EST).

Total Annual Days Onsite: 1.5      Training Sessions: 2      Employees: 11

\_\_\_\_\_ (Client Initials)

# LSCI

Lancaster Safety Consulting, Inc.  
100 Bradford Road, Suite 100, Wexford, PA 15090  
Phone: 724-776-1003 | Fax: 724-776-1007  
[www.LancasterSafety.com](http://www.LancasterSafety.com)

THIS AGREEMENT (the "Agreement") is made on 8.10.22 by and between Lancaster Safety Consulting, Inc. ("LSCI"), Douglas County - Public Works, and its successors ("Client"). This Agreement includes the LSCI Terms and Conditions attached hereto as well as all other addendums, exhibits and other attachments attached hereto and incorporated by reference.

Physical address: 1120 Airport Road # F-2 Minden, NV 89423  
Billing address (if different): \_\_\_\_\_  
Contact: Thomas White Phone: 775.783.6489 Fax: \_\_\_\_\_  
Email: twhite@douglasnv.us Cell: \_\_\_\_\_

## DESCRIPTION OF SERVICES:

Please see Addendum "A" attached hereto and contained herein

- LSCI will provide one complimentary Online New Hire Training which will be conducted via conference call/online meeting with a live trainer

**Additional Year Pricing:** Client hereby authorizes LSCI to provide annual service (as outlined in the description of services) at a rate of: \$ 4,700.00 per year, for a period of 5 additional years (the first year of the Agreement together with any additional years specified herein, the "Initial Contract Period"). Client acknowledges and agrees that this agreement cannot be terminated prior to the end of the Initial Contract Period. \_\_\_\_\_ (Client Initials)

Client hereby acknowledges reading and agreeing to the LSCI Terms and Conditions as stated on page 2 and 3 of this Agreement.

Accepted by: \_\_\_\_\_  
Client Signature Date

Print/Type Name: \_\_\_\_\_  
Name Job Title

Accepted by: \_\_\_\_\_  
LSCI Signature Date

Print/Type Name: Dylan Beene OSH Sales Consultant  
Name Job Title

## FIRST YEAR SERVICES PRICING:

Subtotal \$ 10,985.00  
Less renewal discount \$ 3,857.00

Total Amount Due: \$ 7,128.00  
Less Deposit: \$ 3,564.00  
Balance Due 30 Days \$ 3,564.00

Billing Notes: \_\_\_\_\_

## LSCI Terms and Conditions

- 1. TERM:** The Initial Contract Period shall consist of the first year of the Agreement and any term for renewal service authorized by Client- as set forth in the Additional Year Pricing section on page one of this Agreement Upon expiration of the Initial Contract Period, this Agreement shall automatically renew on a year-to-year basis, unless and until either party provides written notice of intent not to renew within thirty (30) days prior to the expiration of the Initial Contract Period or any subsequent auto-renewal year.
- 2. LSCI IS NOT AN INSURER:** Client acknowledges that it is the sole responsibility of Client to comply with all laws and regulations including, but not limited to, the laws and regulations of the U.S. Occupational Safety and Health Administration (OSHA). The services provided do not guarantee any particular result and is not a guarantee of compliance with the laws and regulations of OSHA or any other laws, rules or regulations. Client hereby specifically and knowingly after having the opportunity to consult with its own legal counsel, hereby assumes full liability and responsibility for any violations of any laws and regulations including, but not limited to, the laws and regulations of OSHA. Client acknowledges that LSCI is not an insurer. Client is responsible for maintaining all applicable insurance coverage.
- 3. INDEMNIFICATION:** Client shall indemnify, defend and hold harmless, LSCI, its affiliates, officers, directors, employees, agents and representatives ("Indemnified Parties") from and against any and all liability arising from claims, demands, damages, losses, expenses (including reasonable attorney's fees at the trial and appellate level), costs, and causes of action related to or arising out of (i) the services provided for herein, (ii) Client's failure to comply with any law, ordinance, regulation, rule or order, including, but not limited to, fines or penalties by government authorities for OSHA violations, (iii) personal injury and/or property damage suffered by an Indemnified Party while on Client's site or (iv) claims arising from Client's actual or asserted failure to pay taxes. Client acknowledges that it is its responsibility to comply with all laws and regulations including, but not limited to, the laws and regulations of OSHA and therefore agrees to Indemnify, defend and hold harmless LSCI, and all authorized representatives of LSCI for violation of such laws.
- 4. LIABILITY:** Under no circumstances shall LSCI be liable to Client for incidental, consequential, special, exemplary or punitive damages, including, but not limited to: any claim related to lead, silica, or asbestos or claims for lost profit, lost revenue or other similar economic losses. Any claims by Client against LSCI arising out of this Agreement shall be limited to the refund of payment made to LSCI by Client pursuant to this Agreement, and in no event shall LSCI's liability under this Agreement exceed the total amount paid to LSCI under this Agreement, regardless of the cause of action or claim giving rise to such liability.
- 5. TAXES:** Client is solely responsible for any and all duties, taxes, levies or fees (including any sales, use, or withholding taxes) imposed on or in connection with this Agreement by any authority.
- 6. RESTRICTED USE OF MATERIALS:** LSCI grants a limited, non-exclusive, non-transferable, revocable License to the Client to utilize, at its physical address set forth at the beginning of this Agreement, and for its own use, the LSCI safety manuals, training materials, DVDs, and CDs (hereinafter "Licensed Materials") provided to Client by LSCI for as long as this Agreement remains in effect, including any subsequent renewals. Client agrees that the Licensed Materials represent a compilation of information detailing a method of safety training developed by and unique to LSCI. Client further agrees that the training process contained in the Licensed Materials gives LSCI an advantage over competitors who do not know or use it, and represents a protectable trade secret. Any copying, reproduction, duplication or distribution of the Licensed Material is strictly prohibited without the expressed written consent of LSCI. Additionally, Client is strictly prohibited from videotaping or recording in any manner, any and all safety training sessions provided by LSCI.
- 7. DEPOSIT:** Client acknowledges that LSCI has considerable preparation time and expenses associated with the Initial consultation, and therefore agrees that the initial payment/deposit made by Client to LSCI is fully earned upon payment and is non-refundable.
- 8. RENEWAL SERVICES:** Should Client cancel this Agreement prior to the expiration of the Initial Contract Period, then Client agrees to pay LSCI an amount equal to any discount applied to the first year service (please see "renewal discount" in the pricing section on page one of this Agreement) or an amount equal to 50% of the remaining contract value, whichever is greater. Client will be deemed to have breached the Agreement prior to the expiration of the Initial Contract Period if the client fails to make timely payments in full, and/or fails to schedule contracted services in a timely manner, and in any event within 60 days of the beginning of each contract year.

\_\_\_\_\_ (Client Initials)

9. **CHANGE OF BUSINESS STATUS:** It is the Client's responsibility to advise LSCI in writing of any significant change of ownership. As part of any sale or transfer of assets to a successor company, Client agrees to formally notify the successor company in writing of the obligations of this Agreement. In the event that Client has ceased to do business (other than as a result of a sale of all or a substantial portion of the business, whether via asset sale, merger or otherwise), then LSCI shall not hold Client responsible for future payment obligations under this Agreement, provided that: (a) Client provides LSCI with an affidavit detailing that it has ceased to do business; the date on which its business ceased; and that no assets are available to pay its future payment obligations; (b) Client is current with all payment obligations under this Agreement on the date of the affidavit; and (c) Client has returned all Licensed Materials.
10. **NO WARRANTY:** The services provided for herein shall be provided in a good and workmanlike manner. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, LSCI MAKES NO WARRANTY WHETHER EXPRESS OR IMPLIED AND HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY ARISING THROUGH TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. LSCI MAKES NO WARRANTIES THAT THE SERVICES WILL ACCOMPLISH ANY PARTICULAR RESULT AND CLIENT ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING ITS COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING OSHA AND APPLICABLE RULES AND REGULATIONS RELATED THERETO.
11. **JURISDICTION:** The parties agree that this Agreement shall be subject to, governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principals, and that the language of all parts of this Agreement shall in all cases be construed in whole, according to its fair meaning and intent, and not strictly for or against either of the parties hereto. The parties hereto agree that any action under or related to this Agreement shall be heard and determined exclusively in any state or Federal court situated in Allegheny County, Pennsylvania and the Western District of Pennsylvania.
12. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between both parties and there are no other understandings verbal or otherwise. This Agreement may only be modified in writing.
13. **FORCE MAJEURE:** LSCI shall not be held liable for delays or failure to provide services due to situations beyond LSCI's control such as; illness of LSCI personnel, severe weather, fire, travel delays, governmental actions or restraints, terrorist acts, war, riots, acts of God, lockouts or other industrial disturbances, or any other cause, whether of the kind enumerated above or not, which is not reasonably within the control of a party. In the event either Party is rendered unable by Force Majeure to carry out its obligations under this Agreement, other than its obligation to indemnify or make money payments, the obligations of the affected party, shall be suspended during the continuance of the Force Majeure.
14. **COLLECTIONS:** Client agrees to pay LSCI all costs associated with collection of non-payments, including attorney fees and expenses actually incurred. In the event that payment is not made within thirty (30) days of the due date, then Client agrees to pay finance charges computed from the due date of payment at the rate of 1.5% per month, or an amount equal to 18% annually, provided that if such finance charges are not lawfully permitted at as such percentage, then LSCI shall charge such lesser amount as is lawfully permitted. The same rates apply to payment plans.
15. **NON-SOLICITATION/NON-HIRE:** Client agrees not to hire, solicit or attempt to hire for or on behalf of any person or entity which is affiliated and/or employed by LSCI or attempt to influence any employee or independent contractor of LSCI to terminate their relationship with LSCI. This clause shall remain in effect for the duration of this Agreement and 24 months after either party terminates the contract pursuant to the terms herein. Both parties hereto recognize that if the Client breaches the provisions of this Paragraph, LSCI will not have an adequate remedy at law. Accordingly, it is agreed that under such circumstances, LSCI, in addition to any other rights which it may have, shall be entitled to injunctive relief to enforce the restrictions of this Paragraph, and that in the event any actual proceedings are brought in equity to enforce any such provisions, the Client shall not raise as a defense that there is an adequate remedy at law. Nothing in this Paragraph shall be construed to prohibit LSCI from pursuing any other available remedies for such breach or threatened breach, including recovery of damages from the Client.
16. **PRICING ADJUSTMENTS:** Notwithstanding anything to the contrary contained herein, following the end of the first contract year the then current pricing may be adjusted at any time by LSCI in the event that that Consumer Price Index for All Urban Consumers - Pittsburgh, All Items (the "CPI") increases by 3% or more above the CPI as of the date of the Agreement ("the First Adjustment Date"); thereafter the pricing may be further adjusted at any time (each an "Adjustment Date") that the CPI increases by 3% or more above the CPI as of the date of the First Adjustment Date or any subsequent Adjustment Date. Such price increase shall not be greater than the percentage increase in the CPI as of the Adjustment Date.

\_\_\_\_\_(Client Initials)

COPY

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

4th day of November, 20 22

By Christy Baldo Deputy