

INDEPENDENT CONTRACTOR AGREEMENT
FOR ADMINISTRATIVE ENFORCEMENT CODE HEARING OFFICER

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

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:

Administrative Enforcement Code Hearing Officer

To provide hearing officer functions and duties for administrative hearings assigned by the Washoe County Manager's Office pursuant to Washoe County Code sections 125.220 through 125.290, inclusive.

Contractor shall begin performance of services as provided herein on July 1, 2010 and shall complete all services no later than June 30, 2012, unless this Agreement is terminated sooner in accordance with its terms.

The Contractor agrees to the following:

1. Obtain and maintain the appropriate professional and jurisdictional licenses to operate as an independent contractor within Washoe County pursuant to this Agreement.
2. Attend initial training on and familiarization with the Administrative Enforcement Code within 60 days of the date of this Agreement. The Contractor shall contact the Washoe County District Attorney, Civil Division, to arrange for the training.
3. Attend annual Administrative Enforcement Code training as arranged by the Washoe County District Attorney, Civil Division.
4. Preside over assigned administrative hearings in compliance with Washoe County Code sections 125.220 through 125.290, inclusive, and any applicable rules and procedures adopted by the Washoe County Board of Commissioners.
5. Provide the Washoe County Manager's Office with the dates of any periods of time when not available to perform the services hereunder at least 1 week prior to the first date of non-availability.
6. Remain as a resident of Washoe County during the terms of this Agreement.
7. Not have, at the time of any assignment for an administrative hearing, any personal interest or expectation in any matter with Washoe County except general Washoe County tax and business license matters and service as a hearing officer.

2. QUALIFICATIONS

Contractor certifies that the following minimum qualifications to act as an Administrative Enforcement Code Hearing Officer are satisfied:

1. The Contractor is a resident of Washoe County.
2. The Contractor is licensed to practice law in the State of Nevada, or is a graduate of an accredited 4-year college and has at least 5 years consecutive experience in administrative hearings in the State of Nevada.
3. The Contractor has not been an employee of local government in Washoe County within the last two years prior to the execution of this Agreement.

3. PAYMENT

In consideration of the services to be performed by Contractor, County agrees to pay Contractor according to the approved compensation rate as shown in Attachment A. Compensation is limited to a maximum of \$300 for each administrative hearing case, unless prior approval is obtained from the County through the Washoe County Manager's Office. Contractor will submit to the Washoe County Manager's Office bills for services rendered within 7 working dates of completing an assigned administrative hearing case.

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

4. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

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

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the lawful 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, other than should the location for a scheduled administrative hearing be within a County owned or operated facility; and, Contractor has the right to perform the services required by this Agreement at any reasonable place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement, with the exception of digital audio recording devices which will be supplied by the County.
- e. Contractor has the right to hire assistants as employees or subcontractors.
- f. Contractor 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 and law specified herein; County shall not hire, supervise or pay any assistants to help Contractor, other than County employees required to arrange for an administrative hearing and its location.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County, except for the training outlined in section 1 of 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.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's professional (e.g, State Bar of Nevada), and State of Nevada (if applicable) and City of Reno business license number(s) are _____, _____, and _____. Contractor must provide Federal Tax or Social Security Number on required Form W-9.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

Further, Contractor, its principals and agents, to the best of its knowledge and belief:

m. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

n. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

o. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;

p. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and,

q. Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

5. INDEMNIFICATION AND HOLD HARMLESS

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

6. INSURANCE

County shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

7. OWNERSHIP OF PRODUCTS/DOCUMENTS

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

8. BACKGROUND INVESTIGATION

If required by County, Contractor agrees to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any cost associated with the background investigation will be paid by Contractor. Notwithstanding the provisions of paragraph 9 below, the discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

9. TERMINATION OF AGREEMENT

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

10. MISCELLANEOUS PROVISIONS

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

11. GOVERNING LAW AND VENUE

The laws of the State of Nevada shall govern this Agreement. All parties hereto consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

CONTRACTOR

WASHOE COUNTY

Name: _____

Katy Simon, Manager
Washoe County

Date

Address: _____

Contractor's Signature

Date

WASHOE COUNTY

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

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

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

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

 Signature of County Manager

 Date

 Signature of Human Resources Department

 Date

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



RESOLUTION OF THE WASHOE COUNTY COMMISSION
ESTABLISHING COMPENSATION RATES FOR
ADMINISTRATIVE ENFORCEMENT CODE HEARING OFFICERS

WHEREAS, the County Commission finds that administrative enforcement of the Washoe County Code is an important public service and is vital to the protection of the public's health, safety and quality of life; and

WHEREAS, the County Commission further finds that more efficient enforcement by all county departments and agencies against Washoe County Code violations can be obtained through the use of Hearing Officers to hear enforcement related cases in administrative hearings; and

WHEREAS, The County Commission did adopt an Administrative Enforcement Code on September 8, 2009, to include provisions for Administrative Code Enforcement Hearing Officers within sections 125.220 through 125.290, inclusive, of the adopted Code; and

WHEREAS, Section 125.225(2) of the adopted Administrative Enforcement Code provides that the County Commission shall set the compensation of Hearing Officers at an hourly rate by resolution; NOW, THEREFORE, be it


RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, that the compensation rate for Administrative Code Enforcement Hearing Officers is set at:

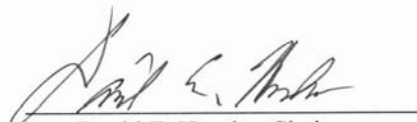
\$100 per hour during assigned administrative hearings, with a maximum of \$300 for each administrative hearing case, unless prior approval is obtained from the Washoe County Manager's Office; and be it further

RESOLVED, That the effective date of this resolution is December 8, 2009.

WASHOE COUNTY COMMISSION

ATTEST:


Washoe County Clerk


David E. Humke, Chairman