

AMENDED PROFESSIONAL SERVICES AGREEMENT

River Clean Up and Homeless Encampment Data Project

This Amended Professional Services Agreement for providing river clean up and homeless encampment data collection and entry is entered into this 13th day of October, 2020 and effective immediately by and between The Karma Box Project, a Nevada Domestic Nonprofit Corporation, (“CONTRACTOR” or “ORGANIZATON”) and Washoe County (“COUNTY”).

WITNESSETH:

WHEREAS, COUNTY desires to engage the CONTRACTOR to provide Truckee River clean up and disposal (removal of trash, debris, etc.) and conduct basic data collection and entry on homeless encampment locations, the number of people within those encampments, and basic personal/demographic information on unsheltered individuals; and

WHEREAS, CONTRACTOR represents it has the knowledge, skills and abilities to perform the duties desired by COUNTY and desires to perform the duties upon the terms described herein;

WHEREAS, CONTRACTOR and COUNTY have met and agreed to amend the original Professional Services Agreement entered on or around September 22, 2020 to clarify the duties and responsibilities of the Parties, and have memorialized the same in a writing as required by the original Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

- (1) **Employment of CONTRACTOR.** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services described in their proposal at Exhibit B, incorporated herein by this reference.
- (2) **Time of Performance.** The services to be performed by the CONTRACTOR shall be completed no later than November 1, 2021 unless the COUNTY and/or its authorized representative shall approve an extension in writing.
- (3) **Compensation.** The total amount to be paid is a not to exceed amount of \$152,169.60 in evenly distributed monthly installments from October 1, 2020 to September 30, 2021. A monthly report showing satisfactory progress towards improved outcome measures listed in the “Scope of Work” in Exhibit B must be met for payment to be processed. CONTRACTOR agrees to complete the project and all services for the not to exceed amount. Funding per the terms of this agreement is contingent on receipt of funding from the Community Foundation, Truckee River Fund Grant.
- (4) **Method of Payment.** The CONTRACTOR shall bill monthly for the percent of the agreement completed as described in Exhibit B. Total payments shall not exceed the

amount shown in (3) above. COUNTY shall promptly review and pay invoices within thirty (30) days of approval and acceptance by COUNTY.

- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the CONTRACTOR to be performed. Any changes to the scope of services provided shall be mutually agreed upon and shall be made in writing by the parties. Any resulting change in compensation must be stated in writing.
- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall provide adequate staff for liaison with the CONTRACTOR but all services as required by this Agreement shall be provided by the CONTRACTOR.
- (7) **Termination of Agreement.** Either party may terminate this Agreement without cause by written notice. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after deposit in the U.S. Mail, postage prepaid. In the event of termination CONTRACTOR shall submit to COUNTY all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within 15 days after the effective date of any written Notice of Termination. In the event of any termination, the CONTRACTOR will be paid for all services satisfactorily rendered to the date of such termination but such sums paid hereunder will not be greater than the sum listed in paragraph 3 above.
- (8) **Information and Reports.** The CONTRACTOR shall, at such time and in any form COUNTY may require, furnish such periodic reports concerning the status of the project, such as statements, reports and copies of count sheets, or other information relative to project as may be requested by COUNTY. The CONTRACTOR shall furnish COUNTY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- (9) **Records and Inspections.** Contractor shall maintain the confidentiality of any and all information obtained during the performance of this Agreement and may release such information only as allowed or required by law or this Agreement. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the completion of the project. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- (10) **Completeness of Contract.** Except as otherwise provided, this Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, predating the subject matter of this contract or any part of it shall have any validity or bind any of the parties. Only properly executed amendments shall alter the content of the Agreement.

- (11) **County Not Obligated to Third Parties.** COUNTY shall not be obligated or liable to any party other than the CONTRACTOR.
- (12) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the CONTRACTOR constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the CONTRACTOR and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
- (13) **Indemnification and Insurance.** COUNTY has established specific indemnification and insurance requirements for contracts with consultants, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants are aware of and accept responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached and incorporated herein by this reference, and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit A shall survive termination or expiration of this Agreement.
- (14) **Stolen, Damaged, Misplaced Property Claims:** The CONTRACTOR agrees to defend and indemnify COUNTY from and against any and all claims made by any person during or as a result of the performance of the duties described in this Agreement by CONTRACTOR, CONTRACTOR'S employees, agents, or volunteers for stolen, damaged, lost or misplaced property of any kind.
- (15) **Rights of Title.** All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by CONTRACTOR'S employees under this Professional Services Agreement shall be the exclusive property of COUNTY, and COUNTY shall have the right to obtain from CONTRACTOR and/or CONTRACTOR'S employees, and to hold in COUNTY'S name copyrights, trademark registrations, patents, or whatever protection COUNTY may deem appropriate to the subject matter. CONTRACTOR agrees to give to COUNTY all assistance reasonably required to perfect the rights herein above defined.
- (16) **Independent Legal Advice.** Each party hereto represents and warrants that the contents of this Agreement, and the meaning of its covenants, terms and conditions have been explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.
- (17) **Independent Contractor:** CONTRACTOR agrees it is an independent contractor, not an employee of COUNTY. Consistent with being an independent contractor:
- A. CONTRACTOR has the sole right to control and direct the details and methods by which the services required by this Agreement are to be 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, employ, or use, and the duty to pay and compensate as required by law, employees, assistants, volunteers, subcontractors or others 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 this Agreement, 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, agents, volunteers, or other persons engaged by CONTRACTOR to perform services pursuant to this Agreement 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, all of which shall be the sole responsibility of CONTRACTOR as applicable.
- 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 "A" 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 ___ or ___ is not currently a retired member of the PERS ___ (initial 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 month from the effective date of this agreement. _____ (initial here)

(18) **Background Checks:**

All employees of CONTRACTOR shall be subject to a background check. CONTRACTOR will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

(19) **Personnel.** The CONTRACTOR has all personnel required to perform the services under this Agreement. All of the services required will be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this Agreement. CONTRACTOR further agrees that, in the performance of this Agreement, no person having any such interest will be employed. CONTRACTOR also agrees by signing this Agreement to the following:

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) 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;
- c) 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;
- d) 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

- e) 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.
- (20) **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of COUNTY.
- (21) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below:
- To COUNTY: Dana Searcy, Special Project Manager
Washoe County, Office of the County Manager
1001 E 9th Street
Reno, NV 89512
- To CONTRACTOR: Grant Denton
The Karma Box Project
90 Walts Lane
Reno, NV 89509
- (22) **Limited Liability.** COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for 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.
- (23) **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- (24) **Governing Law And Venue.** The laws of the State of Nevada shall govern this Agreement and the performance of the duties described herein. All parties consent to the personal jurisdiction of the state courts 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 the State Courts in Washoe County, Nevada.

(25) **Non-Appropriation Clause.** The COUNTY may terminate its participation in this Agreement, without penalty, charge or sanction, effective immediately upon receipt by Contractor of written notice on any date specified if for any reason the COUNTY's funding source is not appropriated or is withdrawn, limited, or impaired. The COUNTY will make every reasonable effort to ensure payment for services rendered by the Contractor.

(26) Effective the date of the final signature to this Amended Professional Services Agreement, the Parties agree the original Agreement dated on or around September 22, 2020 is hereby rescinded and replaced by this Amended Professional Services Agreement.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR have executed this Agreement as of the date first written above.

WASHOE COUNTY PURCHASING AND CONTRACTS MANAGER By: _____ Date: _____	CONTRACTOR By: _____ Title: _____ Date: _____
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Exhibit A

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
RIVER CLEAN UP AND HOMELESS ENCAMPMENT DATA PROJECT**

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION 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 with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form 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 each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

PROPERTY INSURANCE

If applicable and as determined by COUNTY, Contractor shall obtain and maintain in force commercial property insurance covering products, equipment or other materials being provided under this Agreement. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured. COUNTY shall be included as an insured and loss payee under the commercial property insurance with respect to its interest in the covered property.

CRIME INSURANCE

Contractor shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of Contractor.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

Scope of Work:
The Karma Box Project-- River Clean Up and Homeless Encampment Data Project

Program Background

Founded in 2019, The Karma Box Project started out as a community initiative that allows people to give non-perishable food, hygiene products, toiletries, and other useful items to those in need. This work has expanded in late summer of 2020 to include work to clean up the Truckee River while engaging people living in encampments near the Truckee River to keep their environment free of trash and dispose of any waste appropriately.

To support the work of keeping the Truckee River free of trash and debris and to engage people living in encampments along the Truckee River, the recent work of the Karma Box Project will be expanded upon to include providing volunteers with gift cards for participation and collecting data on where encampments are located and basic information on the demographics of encampment residents.

As this project is funded through a Truckee River Grant from the Community Foundation of Western Nevada, specific reporting requirements are included.

Program Deliverables

The following tasks/work will be completed:

1. Establishing an outreach method to build relationships and collect basic information on unsheltered individuals living within 0.75 miles of the Truckee River.
2. Providing information on current homeless encampment locations, the number of people within those encampments, and basic personal/demographic information on unsheltered individuals living within 0.75 miles of the Truckee River. (collection and entry of data)
3. Holding River clean-ups a minimum of two days per week for a minimum of 2-5 hours per day. Tracked by a project reporting tool provided by County.
4. At least 5 volunteers will take part in each river clean up. In a year it is expected that between 500- 1300 duplicated individuals will have participated in this project, contributing between 1040-6500 volunteer hours.
5. Track number of people volunteering in river clean-ups. Show increase in volunteers from beginning to completion of project. Tracked by a project reporting tool provided by County.
6. Provide education on safe disposal of sharps and harm reduction strategies. Track number of educations provided. Tracked by a project reporting tool provided by County.
7. Yards of trash removed from River. Tracked by a project reporting tool provided by County.

The Karma Box Project Professional Services Agreement
Exhibit B

Proposed timeline for key activities:

October 2020:

- Sharps collection receptacles purchased (by Washoe County)
- Process and system identified to collect data (by Washoe County)
- Project reporting tool developed (by Washoe County)
- Outreach around river clean-ups River Stewards Project
- River Stewards Program Supervisor Identified by the Karma Box Project

November 2020:

- Begin river clean ups
- Installation of sharps collection receptacles along river sites (by Washoe County)
- Education/outreach on harm reduction, appropriate disposal of sharps
- Begin data collection/entry of unsheltered individuals (into system identified by the County)

Ongoing November 2020 -September 2021:

- Data collection/entry of unsheltered individuals (into system identified by the County)
- River clean ups
- Education/outreach on harm reduction
- Monthly reporting

Monthly Performance Measures:

- Identification of homeless encampment locations, the number of people within those encampments, and basic personal/demographic information on unsheltered individuals to inform the By Name List.
- Number of staff hours conducting outreach
- Number of staff hours conducting clean up
- Number of volunteer hours conducting clean up
- Number of gift cards provided to volunteers

The Karma Box Project will utilize the COUNTY provided project reporting tool provided by County to collect requested information.

The work outlined above may not be subcontracted.

Budget

Budget Item Description	Total
The Karma Box Project labor (Director, Supervisor and Data Guide)	\$76,336.00
Gift cards	\$52,000.00
Supplies & Materials	\$10,000.00

The Karma Box Project Professional Services Agreement
Exhibit B

Administrative Costs	\$13,833.60
Total	\$152,169.60

Supplies & Materials are expected to include trash bags, gloves, pickers, safety vests, water and trash dumpster weekly service.

Resources

Resource	Name	Hours Per Week	Hourly Rate
River Stewards Program Director and Data Guide/Collector	Grant Denton	20 hours max	\$41
River Stewards Program Supervisor	To be identified by the Karma Box Project	27 hours max	\$24

Payment Terms

The above listed deliverables must be met and the following items must be submitted for payment to be approved:

1. Monthly summary of work completed (including project reporting tool)
2. All supply and gift card purchases must include original receipts for reimbursement to approved.
3. Gift card distribution will also need to be recorded in the reporting tool and must include the following: gift card vendor name (i.e. WalMart, Target, etc.), the amount of the gift card, the recipient's name, their signature, the date received and the number of volunteer hours worked.
4. Rosters of volunteer participants and the number of volunteer hours worked.
5. Number of unsheltered individuals added/updated.

The total amount to be paid is \$152,169.60 in evenly distributed monthly installments.

An initial payment of \$10,000 will be made by the County for expenses related to supplies for trash collection, gift cards, safety gear and insurance, and will be deducted from the final payment.

Complete project tracking information will be submitted monthly along with original receipts for payment/reimbursement.